

2020 - 2022

COLLECTIVE AGREEMENT

between the

**VANCOUVER PUBLIC LIBRARY BOARD**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391**



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THIS COLLECTIVE AGREEMENT (hereinafter called the "Agreement") made and entered into as of January 1, 2020

BETWEEN:

**VANCOUVER PUBLIC LIBRARY BOARD**  
(hereinafter called the "Employer")

AND

PARTY OF THE FIRST PART

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391**  
(hereinafter called the "Union")

PARTY OF THE SECOND PART

1. **RECOGNITION AND SCOPE**

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code, being Chapter 212 of the Statutes of British Columbia, 1992;

AND WHEREAS the Union is the bargaining authority for the employees of the Employer employed in the central library and branch libraries in the City of Vancouver, except those excluded by the Labour Relations Code. The Employer will provide to the Union twice per year in January and July a list of all excluded positions and the names of the incumbents then in them.

THIS AGREEMENT shall constitute the wages and working conditions for employees so certified.

2. **TERM OF THE AGREEMENT**

This Agreement shall be for a term of three (3) years with effect from January 1, 2020 to December 31, 2022, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (1) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (2) The Employer can lawfully lock out in accordance with the provisions

of Part 5 of the Labour Relations Code; or

- (3) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not be applicable to this agreement.

### 3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 13 November 1975, shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment, provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union, nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the employee's first pay cheque. Deductions shall be made in respect of all subsequent months, provided an employee works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

### 4. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

### 5. DEFINITIONS

5.1 Regular Employee: means an employee who is employed on a regular full-time basis for thirty-five (35) hours per week or more as is recognized in the Collective Agreement for a particular class of positions, for an indefinite period of time.

5.2 Posted Part-Time Employee: means an employee who is employed in an Employer- designated position on a regular part-time schedule of at least forty (40) hours bi-weekly but less than the number constituting full-time employment



for a particular class of positions, for an indefinite period of time (Schedule "E").

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

5.4 Temporary Employee: means an employee who is employed pursuant to Clause 8.4 for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring) and is so advised at the time of hire.

5.5 Auxiliary Employee: means an employee who has no scheduled hours but is called in to work from time to time as required.

## 6. CHANGES AFFECTING THE AGREEMENT

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

## 7. JOINT COMMITTEES

7.1 The following standing joint committees are established under this Collective Agreement:

(1) Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Employer and four (4) representatives of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chief Librarian & CEO.

Effective 2007 October 20, the Employer and the Union agree to establish a Sub-Committee of the Health and Safety Committee which shall consist of not more than three (3) representatives from each party to discuss issues around ergonomics. The Committee shall commence within one (1) month following a request from the Union and shall meet from time to time at the call of either party.

(2) Union/Management Committee

A Union/Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet on a regular basis to discuss matters of mutual concern excluding matters relating to specific grievances.

(3) Technological Change Committee

A Technological Change Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet from time to time at the call of either party to discuss matters related to technological change.

7.2 Other ad hoc committees may be established from time to time and, where agreed by Memorandum of Agreement or Letter of Understanding, shall be listed as a schedule to this Agreement for the duration of the committee.

8. WORKING CONDITIONS

8.1 Work Week

8.1.1 The normal working hours of Regular Employees are as follows:

Librarians, Library Assistants, and Clerical Staff: thirty-five (35) hours within a five (5) day week.

Full-time Librarians hired on or before April 09, 1992 - who were working a thirty-seven and one-half (37½) hour work week shall be considered as Legacy Librarians as referenced in Schedule "C", and shall have such longer hours maintained should they be the successful candidate on any posted thirty-five (35) hour Librarian position. Nothing in this paragraph shall prevent a Legacy employee from voluntarily reducing their work week to thirty-five (35) hours or restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

Building Maintenance Worker (Library), Driver - Library Delivery, and Driver - Light Delivery (Library): thirty-seven (37) hours within a five (5) day week.

Supervisor, Building Services and Maintenance, Trades Maintenance Worker - (Library), Trades Worker (Library), and Building Service Worker |: thirty-seven and one-half (37½) hours within a five (5) day week.

8.1.2 The normal working hours for Posted Part-Time, Part-Time, Temporary, and Auxiliary Employees shall be up to eight (8) hours per day and up to forty (40) hours per week.

8.1.3 Time worked in excess of the said normal hours shall be paid at overtime

rates as set out in Clause 9.4 hereof. The scheduled hours may include night work to meet the requirements of the unit concerned.

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

## 8.2 Meals and Rest Periods

- 8.2.1 Lunch or supper period shall be a minimum of one-half ( $\frac{1}{2}$ ) hour each.
- 8.2.2 The meal period provided under Clause 8.2.1 shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without a meal period.
- 8.2.3 An employee shall be entitled to two (2) rest periods of ten (10) minutes each to be taken during the normal working day.

## 8.3 Sunday Staffing

- 8.3.1 A Regular Employee may be required to work on a full shift between 9 a.m. and 6 p.m. on Sundays. Regular Employees who work at locations that open at 9 a.m. or earlier on Sundays may be required to commence work thirty (30) minutes prior to opening. Where a Regular Employee is scheduled for less than a full shift the difference between the time scheduled and a full shift shall be made up during the pay period as agreed between the employee and the supervisor. Where time worked on Sunday is not part of the Regular Employee's weekly schedule of work, the employee shall be paid at overtime rates in accordance with Clause 9.4.2.
- 8.3.2 No Regular Employee shall be required to work more than one (1) Sunday in four (4). This Clause 8.3.2 shall not apply to Regular Employees in the Computer Services or Building Maintenance Department or to an employee(s) in the Library Assistant VI - Circulation (Sunday Circulation Supervisor) position; however, any such employee hired prior to August 10, 1997 shall not be required to work more than twenty-six (26) Sundays in a calendar year.
- 8.3.3 Notwithstanding Clause 8.3.1 above, Regular Employees hired prior to November 30, 2003 who feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays. Part- Time and

Auxiliary Employees on staff as of November 30, 2003 who become Regular Employees prior to January 01, 2007 who feel that Sunday work would unduly disrupt their private lives, shall not be required to work on Sundays.

#### 8.4 Posting and Filling Vacancies

8.4.1 When a Regular Full-Time or Posted Part-Time vacancy occurs or a new position is created, the Employer shall:

i) for a period of ten (10) calendar days, post notice of the position on the Employer's intranet electronic bulletin board and forward it to the internal email addresses of all employees and the personal email addresses of the Posted Part-Time, Part-Time and Auxiliary employees; and

ii) forward a copy of the notice to the Union.

Posted Part-Time, Part-Time and Auxiliary Employees are responsible for providing the Employer with up to date personal email addresses.

The vacancies must be posted and filled within four (4) months, unless the Employer decides not to fill the vacancy. The Employer will notify the Union of the decision within seven (7) calendar days of making the decision.

The Employer reserves the right to make lateral transfers of employees to positions without posting after consultation with the employee(s).

Information in Postings: Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

8.4.2 The Employer will attempt to provide opportunities for employees to make lateral transfers and consideration shall be given to providing a reasonable training period for such employees. The length of service of any employees will be taken into account when considering a lateral transfer.

8.4.3 The procedure in Clause 8.4.1 shall apply to temporary positions which are expected to exceed nine (9) months' duration.

Should a Regular Employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to the employee's former position without loss of seniority.

8.4.4 Positions not previously posted as in Clauses 8.4.1 and 8.4.3 and filled by Temporary Employees will be examined at the end of nine (9) months

to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.

8.4.5 In filling vacancies the Employer shall give preference to current employees who have applied for the position.

8.4.6 Without limiting the Employer's rights pursuant to Clause 4, and notwithstanding any provision of this Agreement, the Employer is not precluded from amending the status of a vacant position, i.e., regular full-time, posted part-time, temporary full-time, regular part-time, and auxiliary, where the quantity of the work changes.

## 8.5 Probation and Seniority

### 8.5.1 Probationary Period – New Hires

New hires shall be on probation for nine hundred and thirteen (913) hours worked, or for their first two (2) years of service, whichever occurs first.

### 8.5.2 Seniority

All new employees acquire seniority upon completion of a probationary period of nine hundred and thirteen (913) hours or two (2) years of service, whichever occurs first.

Seniority will be calculated based on accumulated hours. When calculating accumulated hours toward seniority only straight time hours worked or paid since the last break in service of greater than one (1) year shall be included.

Employees who have acquired seniority and leave service for reasons other than termination for cause shall be reinstated on the Seniority List if they are re-employed within one (1) year from the date of leaving; with the exception that employees who have retired from the Employer's service will not retain previous seniority in the event of a rehire and will be considered a new employee.

The Employer will provide the Union with seniority lists for Full-Time Employees, Part-Time Employees and Auxiliary/Temporary Employees on a quarterly basis.

### 8.5.3 Application of Seniority

Auxiliary and temporary employees do not have seniority rights except for in accordance with 8.6.4.

Seniority will apply to eligible employees as provided for in the Layoff and Recall language in articles 8.8 and 14.1.3.

Seniority is not transferable outside the classified groups in Schedule D.

If an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to a length of service shall be based upon the original date of appointment.

Where a Part-Time or Posted Part-Time Employee becomes a Regular Employee without a break in service and subsequently successfully completes the probationary period, the employee's Part-Time seniority shall be included in calculating the employee's seniority, vacation entitlement and other perquisites referable to length of service.

#### 8.5.4 Auxiliary Employees

Effective January 1, 2014, and on each January 1<sup>st</sup> thereafter, auxiliary employees will be deemed to have resigned if they have worked less than seventy-five (75) hours in the previous calendar year. Auxiliary employees may be granted permission to be temporarily removed from the call list, and these periods will not be considered for the purposes of this Article. The seventy-five (75) hour requirement will be pro-rated to reflect the period of time removed from the call list.

#### 8.5.5 Temporary Assignment of Bargaining Unit Members to Excluded Positions

No bargaining unit member shall be required to accept a position outside the bargaining unit. A bargaining unit employee may accept a temporary assignment to an excluded position for a maximum of one (1) year, unless a longer period is agreed to by the Union. Such agreement shall not be unreasonably withheld. The employer must notify the Union in writing when a bargaining unit employee accepts a temporary assignment to an excluded position exceeding six (6) months.

A bargaining unit employee who has been temporarily assigned to an excluded position shall pay an amount equal to union dues and shall continue to accrue seniority for the duration of the temporary assignment.

When the temporary assignment is completed the bargaining unit employee shall return to their previous position if the temporary assignment was for less than six (6) months. For assignments of six (6) months or longer the bargaining unit employees shall return to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer. If there are no such positions available, the provisions of article 8.8 (Layoff) of the Collective Agreement shall apply.

## 8.6 Promotional Policy

- 8.6.1 Promotions, transfers and demotions shall be made on the basis of knowledge, skill, ability and seniority with seniority prevailing where knowledge, skill and ability are relatively equal.
- 8.6.2 At the request of the employee the Employer shall provide in writing the reasons for its decision.
- 8.6.3 Employees who are promoted, transferred or change their status/position shall have a reasonable period, not to exceed six (6) months to meet the standards of the new position. An employee who is unable to maintain the standards of the new status/position within this period of time shall revert to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer. Any other employee who is displaced by the returning employee shall be returned to a vacant position in the employee's former classification or to the employee's former position, as determined by the Employer.
- 8.6.4 Temporary and Auxiliary Employees who have completed nine hundred thirteen (913) hours of work in one (1) classified group in Schedule D, shall, for the purposes of Clause 8.6.1 only, be deemed to have seniority equal to their total number of hours worked in the classified group.

## 8.7 Technological Change

### 8.7.1 Definition

Technological change is a measure, policy, practice or change introduced by the Employer that affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies, and which alters significantly the basis upon which this Agreement was negotiated.

### 8.7.2 Advance Notice

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change. The notice will include a description of the intended change and the anticipated impact on the bargaining unit.

### 8.7.3 Adjustment Plan

After delivery of the notice the Employer and the Union will meet and in good faith endeavor to develop an adjustment plan that helps to avoid loss of earnings with the Employer.

### 8.7.4 Arbitration

During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Agreement.

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 15.3 of this Agreement, by-passing all other steps in the grievance procedure.

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

- (1) shall inform the Minister of Labour of its finding; and
- (2) may then or later make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - (iv) that the Employer pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

## 8.8 Layoff



For a regular employee, layoff will be defined as a reduction in their regularly scheduled hours of work.

Regular Employees shall be subject to layoff according to the following terms:

- 8.8.1 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group named in Schedule "D", provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.
- 8.8.2 When a reduction of staff and layoff is to be implemented, those employees working less than normal full-time regular hours per week shall be the first affected.
- 8.8.3 No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding twelve (12) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided, however, that this provision shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

8.8.4 Advance Notice of Layoff

Except in cases of emergency or other circumstances beyond the control of the Employer, the Employer shall give written notice to Regular Employees who are to be laid off at least twenty-eight (28) calendar days prior to the effective date of layoff.

If the employee has not had the opportunity to work during the twenty-eight (28) calendar days referred to above, the employee shall be paid for those days for which work was not made available.

8.8.5 Recall

Regular Employees shall be recalled to positions for which they are qualified in order of their bargaining unit-wide seniority within their classified group. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits.

Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to contact them or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall.

An employee shall report to work at the time specified by the Employer, or in extenuating circumstances, within two (2) weeks of the Employer's initial attempt to contact them. Each employee on layoff will be responsible for keeping the Employer notified of a current address and/or telephone number where the employee can be reached.

#### 8.8.6 No New Employees

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as described in 8.8.5.

#### 8.9 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from all forms of unlawful harassment.

#### 8.10 Employment Equity

The Employer and the Union agree with employment equity programs which will assist all persons covered under protected classes of the Human Rights Code of British Columbia, including Indigenous peoples, in gaining entry into employment and which will provide opportunities for advancement.

#### 8.11 Daily Guarantee

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

The four (4) hour guarantee does not apply to school students (i.e. those who attend a recognized educational institution in British Columbia) who work as Events Service Assistants on weekdays (i.e. on days other than Saturday and Sunday and Public Holidays).

- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).
- (d) The Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Part-Time and Auxiliary Employees when attending staff meetings

and/or training sessions.

#### 8.12 Personnel Files

Paragraphs 1, 2 and 3 of this Clause are applicable only to documents dated after 2007 October 20.

8.12.1 A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee and the Union within five (5) days of it being placed in the employee's personnel file.

8.12.2 An employee and the Union shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 15. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.

8.12.3 Upon receiving permission from the Director of Human Resources or designate, an employee or the employee's designate may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Director of Human Resources or designate.

8.12.4 If more than four (4) years have elapsed from the date a disciplinary letter or letter of expectation was issued, and no further incident of misconduct has occurred since the date of issue, such a letter will no longer form part of the employee's discipline record. After this, an employee may apply to have such a letter removed from their personnel file.

#### 8.13 Accommodation Process

When an accommodation is being sought and the Employer requires medical certification (including doctor's notes or physician statements), in relation to the accommodation, the Employer will advise the employee that Union representation is available. The Employer will also notify the Union when requiring physician statements from an employee.

The parties agree that a joint committee will be struck to discuss the format of an Employer form requesting medical certification in relation to an accommodation. The committee will make recommendations to the Employer to which the Employer would give consideration.

#### 8.14 Union Notification

The Employer agrees to notify the Union, in writing, when an employee covered by this agreement is hired, recalled, laid off, disciplined, or when their employment is terminated.

8.15 Indigenous Elder Representation

The parties recognize the value of having an Indigenous Elder present in addition to Union representation, for meetings such as disciplinary, investigative, or accommodation meetings. Requests for an Indigenous Elder present in such a meeting shall be arranged for by the Union/Employee. Such requests will not be unreasonably denied.

9. REMUNERATION

9.1 Remuneration

9.1.1 The scale of remuneration set out in Schedule "A" attached hereto shall be applicable during the term of this Agreement. Any changes in salary rates or classifications as outlined in Schedule "A" shall not be put into effect until the Union has been consulted.

9.1.2 Where anomalies as submitted during the negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 15.3 hereof.

9.1.3 Derivation of Bi-Weekly and Monthly Rates

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

$$\begin{array}{r} \text{hourly} \\ \text{rate} \end{array} \quad \times \quad \begin{array}{r} \text{bi-weekly} \\ \text{hours} \end{array} = \begin{array}{r} \text{bi-weekly rate (taken} \\ \text{to 2 decimal places)} \end{array}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \begin{array}{r} \text{monthly rate (taken to} \\ \text{the nearest dollar)} \end{array}$$

9.2 Rates for New Positions

Whenever a new position or class of positions is established by the Employer, the Union shall be furnished with a copy of the description of the position or class specification, and advised of the proposed rate of pay and weekly hours of work. Where the Union disputes the proposed rate of pay within thirty (30) calendar days of being advised of the proposed new rate of pay, representatives of the

Employer shall meet with the Union to discuss and attempt to negotiate an acceptable rate of pay. The Employer may post and fill the position(s) at any time after the Union has been advised of the proposed rate of pay.

### 9.3 Pay for Acting Senior Capacity

When an employee temporarily performs the principal duties of a higher paying position, the employee shall receive the first rate in the higher salary range which exceeds the salary received in the employee's regular position for each full working day that the employee performs the principal duties of the higher paying position.

Employees who act in a senior capacity for a minimum of one month will have the hours spent in each senior position tracked and when they accumulate one year of service in a particular senior capacity shall receive the next pay increment for subsequent time spent acting in that senior capacity.

Employees shall not be paid for performing higher-level duties as a result of covering for an employee who is absent due to the Earned Days Off arrangement.

Appointments of employees to a level of higher responsibility must be authorized in writing by the employee's Director or designate.

### 9.4 Overtime

Every employee who is required to work overtime shall receive compensating time off in lieu thereof, or, at the discretion of the Chief Librarian & CEO, be paid for such overtime in the following manner:

9.4.1 An employee who is required to work overtime in excess of the employee's normal working hours (as set out in Clause 8.1 hereof) shall be paid at one and one-half (1½) times the hourly rate of the employee computed on the basis of the normal working hours. All overtime worked by an employee in excess of four (4) hours in any normal work week shall be paid at double the hourly rate of the employee computed as aforesaid.

9.4.2 An employee who works on the first scheduled rest day immediately following the employee's normal work week shall be paid at the rate of one and one-half (1½) times the employee's hourly rate of pay for the first four (4) hours of work performed and double the hourly rate of pay for the remainder of the time worked on that day, unless the employee has worked the normal work week at the regular rate of pay plus overtime in that week, in which event the employee shall be paid in accordance with Clause 9.4.1. Notwithstanding the foregoing provisions of this Clause 9.4.2, an employee shall be paid double the hourly rate of pay for all time worked on the first scheduled rest day after twelve o'clock noon of that day. An employee who works on the second scheduled rest day following the normal work week shall be paid double the hourly rate of

pay for all work performed on that day.

- 9.4.3 An employee who is to receive compensating time off in lieu of being paid overtime shall be given compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked (such overtime shall be calculated in the manner set forth in Clause 9.4.1). Provided, however, that on the pay day following the pay period in which September 1<sup>st</sup> falls in each year of this Agreement, every employee who has accumulated overtime up to and including May 31<sup>st</sup> of the same year (for which the employee has not been compensated) shall be paid in cash for such overtime at the rate at which it was earned.

An employee shall not take any compensating time off without first receiving the agreement of the supervisor.

#### 9.5 Split Shift

Where the employee's Director or designate requires an employee to split the employee's shift, such employee shall be paid at the employee's regular rate of pay or overtime (as the case may require) for the hours so worked and an additional two (2) hours at straight time by way of a bonus for having to work a split shift. Split shifts shall be completed within twelve (12) hours of commencing such shifts.

#### 9.6 Callout

9.6.1 A "callout" is defined as any situation when an employee is called from the employee's place of residence to work and subsequently to return to such place of residence, outside of the employee's regular hours. Callout time shall be paid at double the hourly rate of the employee. A callout shall be credited as a minimum of two (2) hours including travel time at the rates quoted. One-half ( $\frac{1}{2}$ ) hour shall be allowed for the journey each way.

9.6.2 When IT/Systems or Building Service and Maintenance employees receive a telephone call and are able to resolve the problem over the telephone (or by computer) and do not have to report to a worksite, the employee shall be paid at double the employee's regular rate of pay for the time actually worked rounded to the nearest quarter ( $\frac{1}{4}$ ) hour with a minimum payment of one- quarter ( $\frac{1}{4}$ ) hour.

#### 9.7 Shift Differential

All Regular Employees shall be paid a standard shift differential of one dollar (\$1.00) per hour per hour for all regular hours worked prior to 7:00 a.m. and after 6:00 p.m. in any day, provided that where the majority of an employee's regular hours fall outside the period of 7:00 a.m. to 6:00 p.m., the shift differential shall apply to all time worked on the entire shift.

9.8 First Aid Duties

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	Posted Part-Time, Part-Time & Auxiliary <u>Employees</u>
OFA Level II	\$125 per month	80¢ per
OFA Level III	\$145 per month	hour 95¢ per hour

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

10. EMPLOYEE BENEFITS

10.1 Medical Coverage

10.1.1 Medical Services Plan

A Regular Employee who has completed six (6) months' continuous service shall be entitled to coverage under the Provincial Government Medical Services Plan.

10.1.2 Extended Health Care Plan

A Regular Employee who has completed six (6) months' continuous service shall be entitled to coverage under the Extended Health Care Plan. The Extended Health Care Plan has a lifetime maximum of \$1,000,000 per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (a) eye exams in the amount of \$100.00 per person in a twenty-four (24) month period;
- (b) vision care (\$650.00) per person in a twenty-four (24) month period, including coverage for laser eye surgery;
- (c) hearing aids (maximum payable of \$700.00 per person in a five (5) calendar year period);
- (d) oral contraceptives;

- (e) diabetic equipment and supplies; orthopedic shoes and orthotics combined maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year; ostomy; and counselling services (social worker/psychologist/clinical counsellor) maximum payable of \$900.00 per person in a calendar year effective 2013 March 5;
- (f) Dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia Pharmacare program;
- (g) In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription.

all subject to the provisions of the Plan. The Plan currently has an annual deductible of \$100.00.

## 10.2 Dental Services Plan

A Regular Employee who has completed six (6) months of continuous service shall be covered under the Dental Services Plan, which provides the following services subject to the terms and conditions of the Plan:

- (1) Basic Dental Services (Plan A) paying eighty percent (80%) of the approved schedule of fees;
- (2) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees;
- (3) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$3000.00 per person covered for adults and dependent children as defined in the Plan.

## 10.3 Group Life Insurance

A Regular Employee shall be insured under the Group Life Insurance Plan which includes coverage in an amount equal to one and one-half times (1.5X) the employee's basic salary computed to the next highest \$1000.00 subject to the terms and conditions of the Group Life Insurance policy. Coverage begins in the first day of the pay period following commencement of employment as a Regular Employee.

Group Life insurance will continue until the date of the employee's retirement or the day before the employee reaches age seventy-five (75), whichever occurs first.



#### 10.4 Premiums for Clauses 10.1 - 10.3

The premiums for the Clause 10.1.1 Medical Services Plan, Clause 10.1.2 Extended Health Care Plan, Clause 10.2 Dental Services Plan, and Clause 10.3 Group Life Insurance Plan will be shared with the Employer paying seventy-five percent (75%) and the employee paying twenty-five percent (25%) of the premiums.

#### 10.5 Optional Group Life Insurance

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

#### 10.6 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

#### 10.7 Vancouver Employees' Savings Plan

A Regular Employee shall participate in the Vancouver Employees' Savings Plan.

The employee contributes to the savings plan from the first day of the pay period following appointment until the last day worked.

The Employer contributes one and one-half percent (1.5%) of salary and the employee contributes the same amount by payroll deduction.

#### 10.8 WorkSafeBC Compensation

Any Regular Employee who has completed six (6) months of continuous service and whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, shall assign all monies received from WorkSafeBC to the Employer and the Employer shall pay the employee's approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of WorkSafeBC delay prior to accepting one, the Employer will pay full regular salary to the employee for as long a period as the employee has sick leave, gratuity, vacation and overtime credits. Where WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.

#### 10.9 Benefit Administration

Subject only to the Letter of Understanding referenced as Schedule 17 in

paragraph 2(d) of the Memorandum of Agreement dated 1986 July 3, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

#### 10.10 Resignation and Re-employment

10.10.1 An employee who has voluntarily resigned and is re-employed as an employee within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one (1) year from the last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

Reinstatement onto the Pension Plan will be in accordance with the Public Sector Pension Plans Act.

10.10.2 When a previous employee of the Employer is rehired as an employee within one (1) year of the last termination of service, recognition of the employee's previous related experience will be given in deciding the starting salary. Previous service with the new department and previous experience with the Employer in/or related to the particular position for which application is made will also be considered. The Director, Human Resources will decide the appropriate step in the salary range in each case.

10.10.3 When a Regular, Posted Part-Time or Part-Time Employee of the Employer becomes an Auxiliary Employee and subsequently accepts a Regular, Posted Part-Time or Part-Time position at a later time, such Employee shall be entitled to all seniority rights based on all hours accumulated in the bargaining unit, and shall be granted a salary consistent with all hours accumulated, provided:

(a) the employee has not spent more than one year as an Auxiliary employee before accepting the Regular, Posted Part-Time or Part-Time position; and

(b) seniority is not transferable outside the employee's classified group in Schedule "D".

### 11. PAID LEAVE

#### 11.1 Annual Vacation

Regular Employees shall be allowed paid annual vacation as follows:

##### 11.1.1 Librarians

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

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

11.1.2 Library Assistants, Clerical, and Maintenance Staff

Refer to Schedule B.

In the first part calendar year of service vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ ) of fifteen (15) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31.

During the second up to and including the seventh calendar year of service - fifteen (15) working days.

During the eighth up to and including the fifteenth calendar year of service - twenty (20) working days.

During the sixteenth up to and including the twenty-third calendar year of service - twenty-five (25) working days.

During the twenty-fourth and all subsequent calendar years of service – thirty (30) working days.

11.1.3 Regular Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".

11.1.4 Regular Employees who leave the service of the Employer after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked to the date of termination.

PROVIDED THAT:

11.1.5 "calendar year" for the purposes of this Agreement shall mean the twelve month period from 1 January to 31 December, inclusive.

11.1.6 In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual vacation.

11.1.7 An Employee has given the Employer at least one month of notice in

writing of their resignation date, a Regular Employee who has reached an age where they qualify for receipt of a pension under the pension plan applicable to employees of the Employer, and who has completed at least ten (10) years of pensionable service with the Employer in accordance with the terms of that pension plan, shall be entitled to receive:

- a) full annual vacation on termination of employment for any reason if their employment terminates on or after April 1 of their last year of employment; or
- b) half of their annual vacation on termination of employment for any reason if their employment terminates before April 1 of their last year of employment.

All other Regular Employees who leave the service of the Employer shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause 11.1.

The notice requirement described above will be waived if the Employee is unable to provide the notice due to circumstances beyond the Employee's control.

#### 11.1.8 Deferred Vacation

A Regular Employee who is entitled to annual vacation may opt to defer the taking of any number of working days over and above twenty (20) working days of such annual vacation in any year PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time shall be twenty-two (22) working days in the case of Librarians and shall be twenty (20) working days in the case of all other Regular Employees.

#### 11.2 Long Service Leave for Regular Librarians

During the sixteenth calendar year of service, a Regular Librarian shall be entitled to a long service vacation of twenty-two (22) working days in addition to the annual vacation entitlement set forth in Clause 11.1.1. During the twenty-first, twenty-sixth, thirty-first, and thirty-sixth calendar year of service, a Regular Librarian shall be entitled to a long service vacation of eleven (11) working days in addition to the annual vacation entitlement set forth in Clause 11.1.1. Employees must use their long service vacation prior to the year when the next long service vacation is granted.

#### 11.3 Supplementary Vacation for Regular Employees Other than Librarians

A Regular Employee (except Librarians) shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation to which the employee is entitled under Clause 11.1.2 upon commencing the eleventh (11),

sixteenth (16), twenty-first (21), twenty-sixth (26), thirty-first (31), thirty-sixth (36), forty-first (41) or forty-sixth (46) calendar year of service. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies. The employee shall retain such supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

For purposes of clarification an explanatory note and table is attached hereto as Schedule "B".

#### 11.4 Public Holidays

11.4.1 Regular Employees are entitled to a holiday with pay for the following public holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed by City Council to be a civic holiday.

11.4.2 When a public holiday for which an employee is entitled under Clause 11.4.1 falls on the scheduled day off of such an employee, the employee shall be granted an equivalent time off with pay. The time off shall be scheduled within two (2) months following the public holiday at the convenience of the unit concerned.

11.4.3 A Regular Employee who is required to work on a public holiday shall be paid double the employee's regular rate of pay for all hours worked on the holiday and shall be granted another day off with pay in lieu of the public holiday.

#### 11.5 Sick Leave

Regular Employees shall become eligible for sick benefits after they have completed six (6) months' continuous service with the Employer on the following terms and conditions:

11.5.1 An employee who has completed the first thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if such employee has been advanced sick leave with pay under this Clause and leaves the service of the Employer for any reason prior to the completion of six (6) months of continuous service the advance payment shall be repaid to the Employer by deduction from the employee's pay cheque.

11.5.2 An employee, on completing the first six (6) months' continuous service, shall be credited with sick leave allowance of ten (10) working days. Each

employee shall be credited with an additional ten (10) working days of sick leave semi-annually on June 30 and December 31, except where the sick leave is earned for a period of less than six (6) months, in which case a credit of one and one-half (1½) days will be provided for each full month of service, but no credit shall be given for a part of a month.

- 11.5.3 The maximum sick leave accumulation shall be two hundred and sixty-one (261) working days.
- 11.5.4 Sick leave credits earned by an employee during the time that the employee is absent on sick leave shall not be credited to the employee unless the employee returns to work for at least five (5) consecutive working days.
- 11.5.5 The sick leave allowance for any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth ( $\frac{1}{12}$ ) of the sick leave allowance to the nearest half ( $\frac{1}{2}$ ) day for each excess month or portion of a month greater than one-half ( $\frac{1}{2}$ ).
- 11.5.6 Any employee who is ill and expects to be absent by reason of such illness shall advise the employee's supervisor of such absence as soon as possible, normally by starting time on the first day away.
- 11.5.7 All absences by an employee on sick leave shall be deducted from the sick leave standing to the credit of the employee at the commencement date of each absence.
- 11.5.8 Deductions are not made for absences resulting from accidents on the job for which the employee is covered by WorkSafeBC.
- 11.5.9 Deductions from sick leave shall be on the basis of the actual time absent measured to the nearest whole hour, provided that absences of less than two (2) hours shall not be deducted.
- 11.5.10 Deductions are made from accumulated sick leave credits for all paid absence due to sickness.
- 11.5.11 Sick Leave Recovery

Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive WorkSafeBC benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days

which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.

#### 11.5.12 Family Illness

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

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein. The use of sick leave days for family illness will affect the calculation of an employee's Gratuity benefits in Clause 11.6.

#### 11.6 Trans-Affirming Care

A regular employee may request a leave of absence in order to access physical or psychological trans-affirming care. The employee may use available banked time or unpaid leave to accommodate such leave(s). Such requests for leave will not be unreasonably denied.

#### 11.7 Gratuity Plan (effective January 1, 2018)

Regular Employees shall be entitled to the following gratuity benefits:

11.7.1 Employees shall be credited with a gratuity of one (1) day which shall be given for each four (4) month segment of each calendar year (January to April, May to August, September to December) of service in which no sick leave is taken. Gratuity days are calculated as at December 31 in each calendar year. The maximum gratuity days that may be earned for each calendar year of service are three (3) working days.

11.7.2 An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; provided however that:

(a) The minimum gratuity leave which shall be taken shall be one (1) day and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.

(b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.

11.7.3 Subject to Clause 11.6.2, an employee shall be entitled to payment in cash for accumulated gratuity days if the employee retires or the service of the employee is terminated for any reason.

11.7.4 For the purpose of calculating gratuity benefits all references to working days shall be converted to hours on the basis of the number of hours applicable to an employee's working day and deductions shall be made on the basis of the actual time absent.

11.7.5 EI Rebate

The Union agrees that the employee share of the Employment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

11.8 Compassionate Leave

11.8.1 In the event of the death of the spouse (including common-law spouse and same-sex partner), child, brother, sister, parent, parent-in-law, grandchild or grandparent of an employee, leave of absence with pay shall be granted to that employee for a period not to exceed three (3) working days upon application to, and approval by, the employee's Director or designate.

11.8.2 Any employee who qualifies for compassionate leave without loss of pay under Clause 11.7.1, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) shall be granted additional leave without loss of pay for a further period of two (2) working days.

11.9 Court Attendance and Jury Duty

An employee called to serve as a juror or as a witness will be allowed time off with pay at the employee's regular rate of pay during the period of such duty, provided that any remuneration for such duty performed by the employee during the employee's working hours shall be remitted to the Employer.

11.10 Cultural/Religious Diversity

The Employer will make every reasonable effort to accommodate a regular employee in order for them to attend or participate in religious or cultural observances required by faith or culture.



Employees may:

- (a) Use any banked time (excluding sick bank) to accommodate such leave(s);
- (b) Request a leave without pay to accommodate the leave(s);

#### 11.11 Domestic Violence Leave of Absence and Workplace Adjustments

The Employer shall give due consideration to requests for adjustments of working conditions where those adjustments are necessary to provide meaningful support to an employee impacted by domestic violence and/or to protect that employee's safety. Meaningful support includes access to leave provisions of the Collective Agreement.

All information provided in relation to domestic violence will be kept in strict confidence.

### 12. UNPAID LEAVE

#### 12.1 Leave of Absence

Requests by employees for leaves of absence without pay for up to six (6) months may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Requests shall be submitted on a form, provided by the Employer, to the Human Resources Department. Employees on a leave of absence may request extensions of up to six (6) additional months which may be considered on the same basis as set out above.

#### 12.2 Adoption, Maternity and Parental Leave

##### 12.2.1 Length of Leave

###### Birth Parent

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

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

### Non-Birth Parent

An employee who is not entitled to leave under the Birth Parent section above and is the non-birth or adoptive parent, shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

### Extensions - Special Circumstances

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

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is certified as suffering from a physical, psychological, or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) weeks—plus any additional leave the employee is entitled to under the Extensions – Special Circumstance section.

### 12.2.2 Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide

a certificate from a medical practitioner stating the employee is able to return to work.

- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, their maternity leave will be deemed to have started on the date they gave birth.

### 12.2.3 Return to Work

On resuming employment, an employee shall be reinstated in their previous or a comparable position and for the purposes of seniority, pay increments and benefits, referenced in 12.2.5 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service.

### 12.2.4 Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph 12.2.4(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph 12.2.2(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

### 12.2.5 Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. Employees may purchase service for the period of leave pursuant to the provisions of the BC Municipal Pension Plan.

### 12.2.6 Maternity Supplementary Employment Insurance Benefits (SEIB)

- (1) A birth parent who is a Regular Employee, Temporary Employee who has completed one year of continuous full-time service, Posted Part-Time or Part-Time Employee, and who is entitled to maternity leave as

provided for in Clause 12.2 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments. The Employer shall provide the SEIB form to eligible applicants who request maternity leave. Temporary Employees who are working full-time and who qualify for the SEIB plan shall receive SEIB plan benefits to the end of their temporary term of employment or the end of the SEIB plan benefit, whichever comes first.

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

For the first seventeen (17) weeks of maternity leave, which includes the Employment Insurance waiting period.

- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather 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.

### 13. ABSENCE FROM DUTY OF UNION OFFICIALS

- 13.1 All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- 13.2 With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an

account to the Union for such amount plus an additional flat rate of thirty- five percent (35%) of the wage or salary to offset the cost of benefits paid by the Employer while such representatives are on leave of absence. For employees on full-time Union leave the flat rate shall be twenty percent (20%) and the parties shall make separate arrangements for vacation, sick leave and public holidays. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

- 13.3 Upon application to, and upon receiving the permission of the Director, Human Resources or designate in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined in Clause 15 of this Agreement. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- 13.4 Upon application to, and upon receiving the permission of the Director, Human Resources or designate in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and British Columbia divisional conventions of the Canadian Union of Public Employees, the annual convention of the British Columbia Federation of Labour and the biennial convention of the Canadian Labour Congress.
- 13.5 Upon application to, and upon receiving the permission of the Director, Human Resources or designate in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- 13.6 The Employer agrees that any full-time officer of the Union who is on leave of absence without pay for the purpose of performing the duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority than the employee or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- 13.7 The Employer agrees that any employee who might be elected or appointed to a full- time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the British Columbia Federation of Labour or the Canadian Labour congress, shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the

Employer.

- 13.8 The Union shall provide the Employer with a list of its elected officers, Job Stewards and any other official representatives. This list shall be kept current by the Union at all times.

14. RIGHTS AND BENEFITS FOR OTHER THAN REGULAR EMPLOYEES

14.1 Part-Time Employees

14.1.1 Pay

Part-Time Employees shall be paid in accordance with Schedule "A" to this Agreement plus benefits or a percentage in lieu of benefits pursuant to Clause 14.1.2.

Where pay ranges exist, eligibility for advancement from one step to the next (increment) for Part-Time Employees shall be based on the number of hours served by a full-time employee for such eligibility.

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

Part-Time Employees who desire an increase in scheduled working hours shall so advise Human Resources in writing.

14.1.2 Benefits and Percentage in Lieu of Benefits

- (a) A Part-Time Employee who occupies a position with a regular schedule of core hours equal to or greater than forty (40) bi-weekly hours shall receive the following benefits:
- (1) a payment of eleven percent (11%) of regular earnings in lieu of vacation and public holiday pay;
  - (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
  - (3) Sick leave and gratuity coverage on a prorated basis (including

a proration of the maximum sick leave and gratuity plan accumulation), calculated on the same proportionate basis as the Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Part-Time Employees;

- (4) Coverage for Family Illness when the employee becomes eligible for sick leave coverage; and
  - (5) WorkSafeBC coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.

Where a Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage. Notwithstanding the foregoing, the employee will have the option to maintain participation in the dental plan, extended health plan, Group Life and Medical Services Plan for up to three months provided the employee pays 100% of the premiums.

- (c) All Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to 16% of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.
- (d) Upon the completion of six (6) calendar months of employment, all Part-Time Employees shall also be entitled on a prorated basis to the same Compassionate Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Employees are entitled, provided that a Part-Time Employee shall not be paid the 11%, 12%, or 16% of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Part-Time Employees unless expressly stated in this Clause.

### 14.1.3 Layoff

For a Part-Time Employee, layoff will be defined to occur when all regularly scheduled weekly hours cease.

Layoffs and recall after layoffs for Part-Time Employees shall be carried out in accordance with terms similar to those laid out for Regular Employees in Clause 8.8 and the classified groups named in Schedule "D". Prior to a layoff being implemented, the matter will be discussed with the Union.

A Part-Time Employee will lose seniority if the employee is absent from work due to being laid off for a period exceeding twelve (12) months.

It will be the employee's responsibility to provide a current address and telephone number to the Employer.

### 14.1.4 Reduction in Part-Time Hours

The following applies to part-time employees who have achieved seniority and who lose one or more of their regular part-time hours:

- (a) Human Resources (HR) will maintain a Reduced Part-Time Hours Employee List (Employee List); this list will include, in order of combined seniority (total hours worked) for all classified groups in Schedule "D", all employees who have had one or more of their part-time hours reduced.
- (b) HR will also maintain a Part-Time Hours Vacancy List (Vacancy List). This list will include all vacant regular part-time hours that have been approved to be filled.
- (c) HR will attempt to contact the most senior employee, as defined in (a), on the Employee List to provide them with the Vacancy List of hours available. Only hours and shifts at a time when the employee is not already regularly scheduled will be offered.
- (d) If an employee is not readily available, HR will make every reasonable effort to make contact both at home and at work; if HR is unable to make contact within forty-eight (48) hours (other than on Saturday or Sunday), HR will move to the next most senior person on the Employee List.
- (e) Once contacted and provided with the Vacancy List, the employee will have forty-eight (48) hours to respond in writing and indicate their selection of hours; should an employee fail to respond within forty-eight (48) hours or should they decline all available hours in the classification in which they lost hours, they will be placed at the bottom of the Employee List.
- (f) No Employee shall be placed at the bottom of the Employee List if they



decline hours in classifications less than the classification in which they lost hours.

- (g) Employees shall not be entitled to accept hours in classifications that are higher than the classification in which they lost hours.
- (h) Employees shall not be entitled to accept hours in classifications for which they are not qualified.
- (i) Employees will remain on the Employee List until their reduced hours are restored or for a period not to exceed eighteen (18) months, whichever occurs first. The Employer will notify the Union when an employee on the Employee List accepts hours.
- (j) Hours will be deemed to have been restored when the restored hours are within one (1) hour of the reduced hours, plus or minus, with the following exception: if prior to the reduction of hours an employee was eligible for benefits and the restored hours do not result in eligibility for benefits, the employee will remain on the Employee List until there are hours available to restore their eligibility for benefits.
- (k) Within two (2) months of accepting hours an employee may vacate the hours and go to the bottom of the Employee List. This does not re-start the eighteen (18) month period described above.

## 14.2 Temporary Employees

### 14.2.1 Pay

Temporary Employees shall be paid in accordance with Schedule "A" to this Agreement plus an amount equal to twelve percent (12%) of their total earnings, including overtime pay, in lieu of annual vacations, public holidays, group life, medical, extended health benefits and dental coverage. Temporary Employees who have worked twelve hundred (1200) hours within two (2) consecutive calendar years shall have such pay in lieu of benefits increased to sixteen percent (16%) of their total earnings. No other benefits will be provided to such employees.

Where pay ranges exist, eligibility for advancement from one step to the next (increment) for Temporary Employees, shall be based on the number of hours served by a full-time employee for such eligibility.

A public holiday will be treated as a normal working day for Temporary Employees. Temporary Employees who work on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours.

Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

14.2.2 Benefits for Temporary Employees with One Year of Continuous Work in a Full-Time Capacity

After completing one year of continuous work in a full-time capacity, a Temporary Employee shall be entitled to all benefits applicable to a Regular Employee without serving any further waiting periods.

14.3 Auxiliary Employees

14.3.1 Pay

Auxiliary Employees shall be paid in accordance with Schedule "A" to this Agreement plus an amount equal to twelve percent (12%) of their total earnings, including overtime pay, in lieu of annual vacations, public holidays, group life, medical, extended health benefits and dental coverage. No other benefits will be provided to such employees. Employees who have worked twelve hundred (1200) hours within two consecutive calendar years shall have such pay in lieu of benefits increased to sixteen percent (16%) of their total earnings.

Where pay ranges exist, eligibility for advancement from one step to the next (increment), for Auxiliary Employees shall be based on the number of hours served by a full-time employee for such eligibility.

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

14.4 Re-employing Part-Time, Temporary and Auxiliary Employees

14.4.1 Employees who leave service for reasons other than termination for cause, and are subsequently re-employed within one (1) year from the date of leaving shall be reinstated at their previous percentage in lieu of benefits, their accumulations for increments at the various pay grades reinstated and shall be credited with their previous accumulation of hours towards a change in the percentage in lieu of benefits or waiver of benefit waiting periods.

14.4.2 A Temporary Employee who was in receipt of benefits and who leaves service for reasons other than termination for cause, and is subsequently re-employed within one (1) year from the date of leaving for a Temporary assignment that is three (3) months or more of full-time work, shall immediately be placed back on benefits with no further waiting periods. If re-employed as an Auxiliary or any other Temporary assignment, the employee will receive sixteen percent (16%) in lieu of benefits. Any previously accumulated hours for increments at the various pay grades

shall be reinstated.

14.5 Trans-Affirming Care

For the purposes of this Article, the provisions under Article 11.6 will be applicable to Part Time, Auxiliary, and Temporary employees.

14.6 Cultural/Religious Diversity

For the purposes of this Article, the provisions under Article 11.10 will be applicable to Part Time, Auxiliary, and Temporary Employees.

14.7 Domestic Violence Leave of Absence and Workplace Adjustments

For the purposes of this Article, the provisions under Article 11.11 will be applicable to Part Time employees.

15. GRIEVANCE PROCEDURE

15.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with, without stoppage of work, in the following manner:

15.1.1 Step One

The employee shall, within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or became known, submit in writing to the head of the division, branch, section or department, the full particulars of the alleged violation including the clauses of this Agreement allegedly violated, the date and circumstances of the incident and the remedy sought.

Should the parties be unable to effect a settlement within fourteen (14) calendar days of receipt of such grievance, the employee may refer the matter to the appropriate Director within a further fourteen (14) calendar days.

15.1.2 Step Two

The appropriate Director shall meet with the employee within fourteen (14) calendar days of such referral. Should the appropriate Director be unable to effect a settlement within fourteen (14) calendar days of such meeting, the employee may refer the matter to the Chief

Librarian & CEO within a further fourteen (14) calendar days.

15.1.3 Step Three

The Chief Librarian & CEO shall meet with the Union's representative and the employee within fourteen (14) calendar days of such referral. Should the parties be unable to effect a settlement within fourteen (14) calendar days of such meeting, the Union may refer the matter to Arbitration pursuant to Clause 15.3 for final and conclusive settlement without stoppage of work within a further fourteen (14) calendar days.

15.1.4 Extensions to the above time limits shall be allowed by mutual consent of the parties.

15.1.5 An employee may have a representative of the Union attend at any meetings held pursuant to this Clause.

15.2 Policy Grievances

15.2.1 When a "dispute", as defined in the Labour Relations Code, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, or involves more than one (1) employee, the matter may be submitted in writing by the Union to the Director, Human Resources or, alternatively, by the Employer to the Union within thirty (30) calendar days of the date on which the incident giving rise to the dispute occurred or became known.

15.2.2 The Director, Human Resources and the Union will meet and discuss the grievance within fourteen (14) calendar days of the notification of the grievance.

15.2.3 The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.

15.2.4 If a satisfactory settlement is not reached between the Director, Human Resources and the Union, the grieving party may refer the matter to the Chief Librarian & CEO (or the Union where applicable) within fourteen (14) calendar days of the response.

15.2.5 The Chief Librarian & CEO and the Union Representative will meet and discuss the grievance within fourteen (14) calendar days of the referral under Clause 15.2.4.

15.2.6 The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.

15.2.7 If the grievance is not resolved through the above process either party may refer the grievance to Arbitration pursuant to Clause 15.3 within fourteen (14) calendar days of the response.

### 15.3 Arbitration

A Board of Arbitration shall consist of a single Arbitrator mutually agreed by the parties. However, if either party in good faith concludes that a grievance presents complex issues, it may refer the grievance to a three- person Board of Arbitration.

A three-person Board of Arbitration shall consist of three (3) persons, one (1) to be chosen by each party; the third, who shall be chairperson, to be selected by the two (2) so appointed. The two (2) representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree upon a chairperson. If they are unable to agree upon, or otherwise fail to appoint a chairperson, either party may apply to the Minister of Labour to appoint a chairperson. In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson.

### 15.4 Classification Dispute Resolution Process

Any difference concerning the allocation of a position to an existing Schedule "A" class or to a new or amended classification established by the Employer, or the Employer's refusal to conduct a classification review, shall be dealt with in the following manner (the following procedure shall apply in substitution for the regular grievance procedure contained in Article 15 of the Collective Agreement):

#### 15.4.1 Notification of Results

Within seven (7) days of making a decision on the classification of a position or positions, the Director, Human Resources, or a designate will provide the Union with the following:

- The Employer's decision
- The rationale for the basis of the decision; and
- All documents used by the Employer related to making its decision.

If requested by the Union, the parties will meet to discuss within thirty (30) calendar days. If the Union disputes the Employer's decision, and wishes to pursue the matter, the Union may refer the issue to Step 1 below within thirty (30) calendar days of receiving the results or meeting with the Employer, giving written reasons why it disagrees with the Employer's decision and the remedy sought.

#### 15.4.2 Step 1

The Step 1 meeting will occur within thirty (30) calendar days of the referral to Step 1. The Step 1 attendees will be the Employer's representatives and the Union's representatives. The focus of the meeting will be fact-finding on job duties and responsibilities and the application of classification principles in allocating the disputed position to either an existing Schedule "A" classification or a new classification established by the Employer. The Employer will respond to the Union in writing within twenty-one (21) calendar days of the Step 1 meeting. If the dispute is not resolved, the Union may refer the dispute in writing to Step 2 within twenty-one (21) calendar days of receiving the response.

#### 15.4.3 Step 2

A job classification panel will be established which will consist of one representative appointed by the Employer and one appointed by the Union. The panel will review the evidence and findings from Step 1 and attempt to agree on the appropriate allocation to either an existing Schedule "A" classification or a new classification.

The panel will have sixty (60) calendar days from receipt of the appeal to review, meet and report back to the Employer and the Union.

If the panel is in agreement, no further appeals will be available to the Employer, Union or the incumbent.

If the dispute remains unresolved after the conclusion of Step 2, the Union may advance the dispute to arbitration by advising the Director, Human Resources in writing within twenty-one (21) calendar days of the date of the final Step 2 response.

#### 15.4.4 Arbitration

- (a) The parties shall agree on the Arbitrator within twenty-one (21) calendar days of the referral and must request dates from the Arbitrator at that time.
- (b) Where the parties are unable to agree on the Arbitrator within twenty-one (21) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau, within the following ninety (90) calendar days to make the appointment of an Arbitrator. If there is no agreement to an Arbitrator and no referral to the Director, Collective Agreement Arbitration Bureau, in accordance with this clause, the grievance shall be considered to be abandoned.
- (c) In all other respects, the provisions of the Labour Relations Code shall

apply. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator and the expenses of their representative(s).

16. AGREEMENT AS TO CONDITIONS NOT MENTIONED

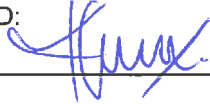
It is agreed that any working conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Agreement

17. SCHEDULES

It is agreed between the parties hereto that the Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K" attached hereto shall form part of this Agreement.

IN WITNESS WHEREOF the Employer has caused these presents to be signed by the Chairperson and the Secretary of the Employer and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf.

SIGNED ON BEHALF OF THE  
VANCOUVER PUBLIC LIBRARY  
BOARD:




Kevin Lowe Chair,  
Library Board



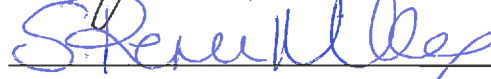
Christina de Castell  
Secretary to the  
Board

June 2, 2022  
Date

SIGNED ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 391:



Liza Saayman  
President, CUPE Local 391



Renee Milaney  
Bargaining Chair, CUPE Local  
391

June 16, 2022  
Date

SCHEDULE "A"

This is Schedule "A" referred to in  
Clauses 9.1, 14 and 17 of this Agreement

VANCOUVER PUBLIC LIBRARY

PAY RATES

**Effective 2020 January 01 - 2022 December 31**

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
1371		Accounts Payable/Receivable Clerk	16
2005		Administrative Assistant - Library	18*
593	(y)	Building Maintenance Worker (Library)	(1)15
2233	(c)	Building Service Worker I	13
9217		Business Systems Administrator	28
1360		Cataloguing Assistant - Technical Services	17
8294		Community Events Specialist	18
1490		Events Service Assistant	11
1401		Graphics Technician	21
2280		Information Assistant	16*
8064		Shipping Duplicating Clerk	13
577	(c)	Librarian I	22*
578	(c)	Librarian II	25*
579	(c)	Librarian III	27*
580	(c)	Librarian IV	29*
2190	(c)	Librarian – Resources and Services	27*



<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
545		Library Assistant – Administration	14
8290		Library Assistant – Collections and Technical Services	14
571		Library Assistant II	12
556		Library Assistant III	13
562		Library Assistant IV	16*
565		Library Assistant V	18*
554		Library Assistant VI	19*
542		Library Assistant VII	20*
573		Library Service Assistant	10
1383		Library Technician I	16*
2025		Library Technician II	19*
2024		Library Technician – Language Collection	18*
9218		Marketing and Communications Assistant	18
1409		Marketing and Communications Coordinator	21
2306		Network Analyst	25
2272		Network Support Specialist	23
8293		Planning Analyst - Library	23
9212		Policy Analyst	29
1439		Research Assistant - Library	17
2268		Senior Network Analyst	28
560		Shipping Clerk I (Library)	11
559		Shipping Clerk II (Library)	14
9228		Social Planner	29
2157		Student Librarian	17
8296		Student Library Technician	13
8288	(c)	Supervisor, Building Services and Maintenance	21
557		Supervisor - Systems Group	26
2314		Systems Librarian	27

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
8289		Systems Support Assistant	17
550		Systems Support Technician - Library	22
1489	(c)	Trades Maintenance Worker (Library)	19
2250		Training Librarian	23*
8291		Resources and Treatment Coordinator	23
8297		User Support Technician	18
2273		Web and Database Technician	23

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\* The Employer and the Union agree that, where a wage adjustment is made, it shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification.

KEY: A = January 1, 2020  
 B = December 31, 2020  
 C = January 1, 2021  
 D = January 1, 2022

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Effective Date</u>	<u>Pay Rates</u>
2307		Driver I, Library Delivery	A	29.67
			B	30.11
			C	30.71
			D	31.32
1396	(y)	Driver II, Library Delivery	A	30.43
			B	30.89
			C	31.51
			D	32.14

Footnotes:

- (c) Works 37½ hour work week, when applicable.
- (y) Works a 37 hour work week.

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

Employees shall receive one pay grade for fluency in an extra language, when applicable.

SCHEDULE "A" (cont'd)

VANCOUVER PUBLIC LIBRARY

PAY RATES

**Effective 2020 January 01 - 2022 December 31**

**KEY:** A = January 1, 2020  
B = December 31, 2020  
C = January 1, 2021  
D = January 1, 2022

Pay Grade	Effective Date	Steps:*				
		1	2	3	4	5
10	A	20.94	21.77	22.59	23.56	24.48
	B	21.26	22.09	22.93	23.91	24.85
	C	21.69	22.53	23.39	24.39	25.35
	D	22.12	22.98	23.86	24.88	25.86
11	A	21.77	22.59	23.56	24.48	25.44
	B	22.09	22.93	23.91	24.85	25.82
	C	22.53	23.39	24.39	25.35	26.34
	D	22.98	23.86	24.88	25.86	26.87
12	A	22.59	23.56	24.48	25.44	26.49
	B	22.93	23.91	24.85	25.82	26.89
	C	23.39	24.39	25.35	26.34	27.43
	D	23.86	24.88	25.86	26.87	27.98
13	A	23.56	24.48	25.44	26.49	27.59
	B	23.91	24.85	25.82	26.89	28.00
	C	24.39	25.35	26.34	27.43	28.56
	D	24.88	25.86	26.87	27.98	29.13
(1)15	A	24.21	25.18	26.16	27.29	28.37
	B	24.57	25.55	26.55	27.69	28.79
	C	25.06	26.06	27.08	28.24	29.37
	D	25.56	26.58	27.62	28.80	29.96

SCHEDULE "A" (cont'd)

KEY: A = January 1, 2020  
 B = December 31, 2020  
 C = January 1, 2021  
 D = January 1, 2022

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
14	A	24.48	25.44	26.49	27.59	28.69
	B	24.85	25.82	26.89	28.00	29.12
	C	25.35	26.34	27.43	28.56	29.70
	D	25.86	26.87	27.98	29.13	30.29
15	A	25.44	26.49	27.59	28.69	29.89
	B	25.82	26.89	28.00	29.12	30.33
	C	26.34	27.43	28.56	29.70	30.94
	D	26.87	27.98	29.13	30.29	31.56
16	A	26.49	27.59	28.69	29.89	31.13
	B	26.89	28.00	29.12	30.33	31.60
	C	27.43	28.56	29.70	30.94	32.23
	D	27.98	29.13	30.29	31.56	32.87
17	A	27.59	28.69	29.89	31.13	32.41
	B	28.00	29.12	30.33	31.60	32.90
	C	28.56	29.70	30.94	32.23	33.56
	D	29.13	30.29	31.56	32.87	34.23
18	A	28.69	29.89	31.13	32.41	33.77
	B	29.12	30.33	31.60	32.90	34.27
	C	29.70	30.94	32.23	33.56	34.96
	D	30.29	31.56	32.87	34.23	35.66
19	A	29.89	31.13	32.41	33.77	35.15
	B	30.33	31.60	32.90	34.27	35.68
	C	30.94	32.23	33.56	34.96	36.39
	D	31.56	32.87	34.23	35.66	37.12
20	A	31.13	32.41	33.77	35.15	36.63
	B	31.60	32.90	34.27	35.68	37.18
	C	32.23	33.56	34.96	36.39	37.92
	D	32.87	34.23	35.66	37.12	38.68

SCHEDULE "A" (cont'd)

KEY: A = January 1, 2020  
 B = December 31, 2020  
 C = January 1, 2021  
 D = January 1, 2022

<u>Pay</u> <u>Grade</u>	<u>Effective</u> <u>Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
21	A	32.41	33.77	35.15	36.63	38.16
	B	32.90	34.27	35.68	37.18	38.73
	C	33.56	34.96	36.39	37.92	39.50
	D	34.23	35.66	37.12	38.68	40.29
22	A	33.77	35.15	36.63	38.16	39.76
	B	34.27	35.68	37.18	38.73	40.35
	C	34.96	36.39	37.92	39.50	41.16
	D	35.66	37.12	38.68	40.29	41.98
23	A	35.15	36.63	38.16	39.76	41.50
	B	35.68	37.18	38.73	40.35	42.12
	C	36.39	37.92	39.50	41.16	42.96
	D	37.12	38.68	40.29	41.98	43.82
24	A	36.63	38.16	39.76	41.50	43.26
	B	37.18	38.73	40.35	42.12	43.90
	C	37.92	39.50	41.16	42.96	44.78
	D	38.68	40.29	41.98	43.82	45.68
25	A	38.16	39.76	41.50	43.26	45.05
	B	38.73	40.35	42.12	43.90	45.73
	C	39.50	41.16	42.96	44.78	46.64
	D	40.29	41.98	43.82	45.68	47.57
26	A	39.76	41.50	43.26	45.05	46.98
	B	40.35	42.12	43.90	45.73	47.69
	C	41.16	42.96	44.78	46.64	48.64
	D	41.98	43.82	45.68	47.57	49.61

SCHEDULE "A" (cont'd)

KEY: A = January 1, 2020  
 B = December 31, 2020  
 C = January 1, 2021  
 D = January 1, 2022

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
27	A	41.50	43.26	45.05	46.98	49.02
	B	42.12	43.90	45.73	47.69	49.76
	C	42.96	44.78	46.64	48.64	50.76
	D	43.82	45.68	47.57	49.61	51.78
28	A	43.26	45.05	46.98	49.02	51.10
	B	43.90	45.73	47.69	49.76	51.87
	C	44.78	46.64	48.64	50.76	52.91
	D	45.68	47.57	49.61	51.78	53.97
29	A	45.05	46.98	49.02	51.10	53.28
	B	45.73	47.69	49.76	51.87	54.07
	C	46.64	48.64	50.76	52.91	55.15
	D	47.57	49.61	51.78	53.97	56.25
30	A	46.98	49.02	51.10	53.28	55.63
	B	47.69	49.76	51.87	54.07	56.46
	C	48.64	50.76	52.91	55.15	57.59
	D	49.61	51.78	53.97	56.25	58.74

\* Except as otherwise stated, eligibility for advancement from one step to the next (increment) shall be based on the satisfactory completion of the following time periods:

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

Pay Grade 15: 6 months eligibility to move from step 1 to step 2; thereafter 12 months eligibility.

Pay Grade 16 and above: 12 months eligibility.

## SCHEDULE "B"

This is Schedule "B" referred to in  
Clauses 11.3 and 17 of this  
Agreement

### SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

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

\* Entitlement in working days is based upon a five-day work week.

SCHEDULE "B" (cont'd)

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2010 TO 2022 BY YEAR HIRED

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



SCHEDULE "C"

This is Schedule "C" referred to in  
Clauses 8.1.1 and 17 of this  
Agreement

LEGACY LIBRARIAN WITH A THIRTY-SEVEN AND ONE-HALF HOUR WORK WEEK

The Librarian listed below is considered a legacy librarian with a thirty-seven and one-half (37 ½) hour work week. Nothing in this Schedule shall prevent a legacy employee from voluntarily reducing their work week to thirty-five (35) hours or to restrict the Employer's rights to amend hours of work pursuant to other provisions of the Collective Agreement.

V. Voth

J. Schick

## SCHEDULE "D"

This is Schedule "D" referred to in Clauses 8.8.1, 14.1.3 and 17 of this Agreement

### LAYOFF AND RECALL CLASSIFIED GROUPS

In the event of a layoff, Regular Employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group, namely:

#### Librarians

#### Non-Librarians

For Student Librarians who are subsequently hired in the Librarian classified group, hours worked as Student Librarians will be counted for the purposes of Clause 8.6.4 only, provided there has not been a break in employment of more than one year.

## SCHEDULE "E"

This is Schedule "E" referred to in  
Clause 5.2 and 17 of this  
Agreement

### POSTED PART-TIME EMPLOYEES: 40+ hours/biweekly

This schedule applies to employees who hold positions that have been designated by the Employer as forty (40) hours bi-weekly or more and are posted in accordance with Article 8.4; it does not apply to employees who are working forty (40) hours bi-weekly or more in shifts that have not been designated by the Employer as hours combined to form a Posted Part-Time position.

The schedule of hours and location shall be included in the posting; however, hours and location may be revised with reasonable notice. If a Posted Part-Time Employee is no longer able to work one or more shifts in the position, the employee is deemed to have resigned from the position (i.e. resigned from all of the hours in the position).

#### Criteria for creation of Posted Part-Time positions

The Employer will issue an Administrative Guideline in the form attached describing the process and criteria for designating positions as Posted Part-Time.

#### Reduction of hours and Layoff

Posted Part-Time Employees are deemed to be laid off if their hours are reduced below 40 hours in a bi-weekly period.

If a Posted Part-Time Employee is laid off or bumped, that Posted Part-Time Employee may use their seniority to bump another Posted Part-Time Employee they are qualified to perform the job of the bumped employee.

If a laid off Posted Part-Time Employee is unable to bump into another Posted Part-Time Employee position, then the Posted Part-Time Employee will lose Posted Part-Time Employee status, but may bump one or more part-time employees with less seniority in order to make up their lost Posted Part-Time Employee hours, provided they are qualified to perform the job(s) of the person(s) bumped.

Posted Part-Time Employees who lose hours but are not laid off, and Posted Part-Time Employees who are laid off and are unable to replace hours through bumping as set out above, will have their names placed on the Reduced Part-Time Hours Employee List in order of their seniority.

## Application of collective agreement provisions

All provisions of the Collective Agreement apply to Posted Part-Time Employees covered by this Schedule except as follows\*:

- 8.1 Work Week  
Posted Part-Time employees are covered by 8.1.2, 8.1.3 and 8.1.4 only.
- 8.3 Sunday Staffing
- 9.4.2 Overtime
- 9.5 Split Shift  
Applies only to the hours that have been designated by the Employer to be included in the position; language does not apply to additional hours that are not part of the position.
- 9.7 Shift Differential
- 10 Employee Benefits - the following is substituted for Articles 10.1 through 10.8 Benefits and Percentage in Lieu of Benefits

A Posted Part-Time Employee shall receive the following benefits:

- a. A payment of eleven percent (11%) of regular earnings in lieu of vacation and public holiday pay (a Posted Part-Time Employee may, upon request, be granted leave of absence without pay for vacation purposes with scheduling subject to operational requirements);
- b. Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
- c. Sick leave and gratuity plan coverage on a prorated basis (including a proration of the maximum sick leave and gratuity accumulation), calculated on the same proportionate basis as the Posted Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Posted Part-Time Employees shall qualify after completion of six (6) calendar months' service based on the Posted Part-Time Employee's schedule of hours;
- d. WorkSafeBC coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- e. Entitlement, on a prorated basis, to the same Compassionate Leave and Court/Jury Duty Leave and, on a full basis, to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Posted Part-Time Employee shall not be paid the eleven percent (11%) in lieu of benefits when on unpaid leave of absence.
- f. Posted Part-Time Employees shall be eligible for an advance of prorated sick leave days on the same basis as Regular Full-Time Employees (i.e. on

June 30 and December 31).

g. No other benefits shall be provided to Posted Part-Time Employees unless expressly stated in this Clause.

- 11.1 Annual Vacation
- 11.2 Long Service Leave for Regular Librarians
- 11.3 Supplementary Vacation for Regular Employees other than Librarians
- 11.4 Public Holidays
- 14 Rights and Benefits for other than Regular Employees
- 17 Schedules B & C

*\* This list is subject to housekeeping review upon completion of the new collective agreement.*

#### Administrative Guideline

#### Creation of Posted Part-time (PPT) positions (40+ hours bi-weekly):

Given the seven-day operation of the Library, the Employer requires flexibility in the scheduling of work with a healthy balance of RFT, PPT and PT hours. The Employer will determine when it is operationally feasible, given the need for this flexibility, to create a PPT position. When exercising its discretion to create a PPT position, the Employer will consider whether a PPT position makes sense from its own operational perspective. Although this is not intended to be a formula, collections of hours will generally not be considered for a PPT position unless all or most of the following criteria are present:

- The collection of hours are related in that the work being performed is the same or similar;
- All of the hours designated to the position are in the same classification;
- The position reports to 1 supervisor;
- The position is based out of 1 location; however, the incumbent may be asked to work hours at more than one location;
- As with RFT and PT positions, the position is expected to be of indefinite duration.

Note that even where these criteria are present, the Employer maintains discretion as to whether the creation of a Posted Part-Time position meets its objectives.

## SCHEDULE "F"

This is Schedule "F" referred to in  
Clause 17 of this Agreement

### LETTER OF UNDERSTANDING

#### LAYOFFS DUE TO CONTRACTING OUT

The Employer agrees that any proposal for contracting out of any work currently performed by members of CUPE Local 391 that may result in the layoff of members of the CUPE Local 391 workforce will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Priority placement of the affected employees;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to Brian Foley, or another mutually agreeable arbitrator, for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code.

SCHEDULE "G"

LETTER OF UNDERSTANDING

JOB DESCRIPTIONS / CLASSIFICATION SPECIFICATIONS

The parties agree to enter a Letter of Understanding on the following terms:

1. The Employer will provide the Union with copies of every request for classification review.
2. Prior to finalizing new job descriptions or class specifications, or finalizing revisions to existing job descriptions or class specifications, the Employer will provide the Union with the proposed new or revised job descriptions or class specifications. The Union shall have fourteen (14) calendar days to provide its input to the Employer in writing, which shall be reviewed by the Employer prior to finalizing the new or revised job descriptions or class specifications.
3. If the Union has any concerns about the accuracy of the finalized job descriptions or class specifications, it may advise the Employer and the Employer will meet with the Union to discuss these concerns. The parties shall meet promptly but not later than thirty (30) days after the Union has advised the Employer. This will not delay the implementation of the finalized job descriptions or class specifications.
4. Either party may request a classification review in accordance with the classification review guidelines.
5. This Letter of Understanding shall expire at the conclusion of the current collective agreement (December 31, 2022) unless the parties mutually agree to renew it.

The Employer and the Union agree to a system of Earned Days Off (EDO) as described in Schedule "H" below. Schedule "H" came into effect on January 1, 2018.

## SCHEDULE "H"

### EARNED DAYS OFF (EDO)

1. The EDO system shall apply to all Regular Full-Time Employees and Temporary Full-Time Employees who have worked and continue to work in a full-time capacity continuously in excess of six (6) months.

The parties will execute a Letter of Understanding that provides Regular Full-Time and Temporary Full-Time Building Maintenance Workers and Building Service Workers six (6) EDOs per year, based on the principles set out below. The parties will review the number of EDOs for this group of workers when staffing levels permit coverage for the same number of EDOs other employees have.

The Letter of Understanding will provide Regular Full-Time and Temporary Full-Time Trades Maintenance Workers, Trades Worker/Library and Supervisor, Building Services and Maintenance Employees eighteen (18) EDO's per year based on the principles set out below on a 12-month trial basis. At the end of the trial period, the parties will review the operational impact of the eighteen (18) EDOs. If the Employer can demonstrate that eighteen (18) EDOs are not operationally feasible or there is an additional salary or benefit cost to the Employer, the number of EDOs will be reduced to fifteen (15).

2. Employees to whom the 18-day EDO system applies and work a 7, 7.4, or 7.5-hour day shall work an additional 30, 33, 34 minutes per day respectively over the regular hours set out in the collective agreement, at straight-time rates.
3. Breaks will continue to be governed by Article 8.2 of the collective agreement.
4. The additional time worked as set out in 2 above results in eighteen (18) paid days off over the course of a year.
5. The EDO days may be scheduled by the Employer (through its designate which will typically be at the unit level) in a manner that attempts to create a balance between the work and lifestyle interests of employees and the operational and customer service requirements of the Employer. In some situations this may result in pre-scheduled days off (not necessarily Monday, Friday or Saturday) that provide employees a consistent day off approximately every four weeks on which they can normally rely. In other situations this may result in scheduled days off at irregular times that are mutually acceptable to the employee and the Employer and in some situations this may result in the Employer mandating the scheduling of the EDO's. The Employer will endeavour to schedule EDO's on a consistent and regular basis.
6. If an employee is required by the Employer to work on a pre-scheduled or



mutually agreed upon EDO, the employee may reschedule the day off to any time within the following six (6) month period providing they provide forty-eight (48) hours' notice.

The Employer shall not cancel a scheduled EDO unreasonably and will provide reasonable notice of cancellation of a scheduled EDO wherever possible.

7. Notwithstanding items 4, 5 & 6 above, EDOs cannot be banked, must be taken prior to year-end and will not be paid out unless, for reasons completely beyond the control of the employee, the employee has been unable to reschedule, prior to the end of the year, an EDO previously cancelled by the Employer. However, if an EDO is cancelled in December, and it is not possible to re-schedule the time off prior to the end of the year, such days shall be paid out unless suitable alternate arrangements can be made between the Employee and the Employer through its designate.
8. The parties agree that the existing Union/Management Committee shall be used to discuss and attempt to resolve scheduling problems arising from the initial implementation of the EDO system, both parties recognize that this does not create a right to grieve either the method of scheduling chosen or the actual schedule implemented. This shall not limit the Union's ability to grieve matters related to discipline, discrimination or improper interpretation or application of the Collective Agreement.
9. For the purpose of applying overtime, the "standard hours of work" shall be considered to be the regular daily hours set out in the collective agreement plus the additional EDO minutes worked each day.
10. An employee's annual vacation entitlement shall be converted to "working hours" based on the employee's regular working day without the EDO minutes and credited to the employee. For example, an employee who works a 7-hour day without the EDO minutes and who is entitled to 3 weeks' vacation shall be entitled to 105 hours of vacation time. Debiting for vacation taken for this employee would be on the basis of 7 hours and 31 minutes per day (i.e. the 7-hour regular day plus the 31 minutes of EDO time).
11. Similarly, an employee's sick leave and gratuity credits shall be converted to "working hours" and shall be credited and debited in the same manner as vacation.
12. Employees who are required to provide coverage for and to perform the work of another employee or employees on an EDO day shall not be entitled to acting senior capacity pay, extra pay grades, or to have such extra work considered when making application for a reclassification.
13. Nothing in this Schedule shall limit the Employer's ability to schedule standard hours of work as described in the Collective Agreement.
14. The Employer maintains complete discretion over whether to backfill any employee who is absent from work as a result of taking an EDO.

15. The parties agree that the following are the basic principles that govern the EDO system:

- a. The basic annual paid working hours less basic annual public holiday hours less annual paid rest periods are to remain the same under the EDO system as they would be under a standard five (5) day work week system, and
- b. There shall be no additional salary or benefit cost to the Employer associated with implementing EDO schedules beneficial to the employees and there shall be no loss in the salaries or earned benefit hours received by the employees.
- c. While employees may be credited EDO time in their EDO time bank in advance, it is understood that employees are not entitled to EDO time without actually working the additional minutes. EDO time taken but not earned will be repaid to the Employer and may be reconciled from other time banks such as vacation or gratuity banks. Any amount so owing to the Employer when the employment of an employee ends may be withheld from any wages owed to the employee at that time.

16. Outlined below are calculations for an 18 day EDO system.

Weeks per year (adjusted for leap year)				
(365+365+365+366)/4	365.25	7 days/wk	52.1786	wks/yr
	<b><u>35 hr week</u></b>		<b><u>37 hr week</u></b>	<b><u>37.5 hr week</u></b>
<b>Paid working hours</b>				
Working hours per year	1,826.25		1,930.61	1,956.70
Less Public holidays	<u>-84.00</u>		<u>-88.80</u>	<u>-90.00</u>
Total hours worked per year	1,742.25		1,841.81	1,866.70
Less lost rest periods while on EDO				
2x10 min x18 edos/60	<u>-6.00</u>		<u>-6.00</u>	<u>-6.00</u>
Total paid working hours	<u>1,736.25</u>		<u>1,835.81</u>	<u>1,860.70</u>
<b>total average working days per year on EDO</b>				
Working days (hr per yr/hr per day)	260.89		260.89	260.89
Less Public holidays	-12.00		-12.00	-12.00
Less EDO	<u>-18.00</u>		<u>-18.00</u>	<u>-18.00</u>
Average working days per year	<u>230.89</u>		<u>230.89</u>	<u>230.89</u>
<b>Length of EDO work day</b>				
Total paid hours /	<u>1,736.25</u>		<u>1,835.81</u>	<u>1,860.70</u>
Average working days	230.89		230.89	230.89
Hours	7.52		7.95	8.06
hours and	7		7	8
Minutes	31.2		57	3.6
<b>Round to</b>	<b>7 hrs 31 min</b>		<b>7 hrs 57 min</b>	<b>8 hrs 4 min</b>
<b>additional minutes worked</b>	<b>30</b>		<b>33</b>	<b>34</b>

**VACATION ENTITLEMENT CONVERSIONS**

<b>5 Day Week Schedule (35 hrs/wk)</b>	<b>Conversion to EDO</b>	<b>Vacation under EDO schedule</b>		<b>Check</b>	
		Days	Days	Hours/Day	Total
10 days (10 x 7 hrs per day = 70 hrs)	70/7.52 hrs per day	9.31	9.31	7.52	70
15 days (15 x 7 hrs per day = 105 hrs)	105/7.52 hrs per day	13.96	13.96	7.52	105
20 days (20 x 7 hrs per day = 140 hrs)	140/7.52 hrs per day	18.62	18.62	7.52	140
25 days (25 x 7 hrs per day = 175 hrs)	175/7.52 hrs per day	23.27	23.27	7.52	175
30 days (30 x 7 hrs per day = 210 hrs)	210/7.52 hrs per day	27.93	27.93	7.52	210
35 days (35 x 7 hrs per day = 245 hrs)	245/7.52 hrs per day	32.58	32.58	7.52	245

Notwithstanding the above calculations, the Employer and the Union have agreed that the length of the work day shall be seven hours and 30 minutes (7.50 hours per day) for the days that an employee actually works.

NOTE: Additional calculations for employees accessing six (6) EDOs and other calculations as agreed shall be included in the Collective Agreement.

Outlined below are calculations for a 6 day EDO system.

Weeks per year (adjusted for leap year) (365+365+365+366)/4	365.25	7 days/wk	52.1786	
	<b><u>35 hr week</u></b>		<b><u>37 hr week</u></b>	<b><u>37.5 hr week</u></b>
<b>Paid working hours</b>				
Working hours per year	1,826.25		1,930.61	1,956.70
Less Public holidays	<u>-84.00</u>		<u>-88.80</u>	<u>-90.00</u>
Total hours worked per year	1,742.25		1,841.81	1,866.70
Less lost rest periods while on EDO				
2x10 min x6 edos/60	<u>-2.00</u>		<u>-2.00</u>	<u>-2.00</u>
Total paid working hours	<u>1,740.25</u>		<u>1,839.81</u>	<u>1,864.70</u>
<b>total average working days per year on EDO</b>				
Working days (hr peryr/hr per day)	260.89		260.89	260.89
Less Public holidays	-12.00		-12.00	-12.00
Less EDO	<u>-6.00</u>		<u>-6.00</u>	<u>-6.00</u>
Average working days per year	<u>242.89</u>		<u>242.89</u>	<u>242.89</u>
<b>Length of EDO work day</b>				
Total paid hours /	<u>1,740.25</u>		<u>1,839.81</u>	<u>1,864.70</u>
Average working days	242.89		242.89	242.89
Hours	7.16		7.57	7.68
hours and	7		7	7
Minutes	9.6		34.2	40.8
<b>Round to</b>	<b>7 hrs 10 min</b>		<b>7 hrs 34 min</b>	<b>7 hrs 41 min</b>
<b>additional minutes worked</b>	10		10	11

Weeks per year (adjusted for leap year) (365+365+365+366)/4	365.25	7 days/wk	52.1786		
	<b><u>35 hr week</u></b>		<b><u>37 hr week</u></b>		<b><u>37.5 hr week</u></b>
<b>Paid working hours</b>					
Working hours per year	1,826.25		1,930.61		1,956.70
Less Public holidays	<u>-84.00</u>		<u>-88.80</u>		<u>-90.00</u>
Total hours worked per year	1,742.25		1,841.81		1,866.70
Less lost rest periods while on EDO					
2x10 min x6 edos/60	<u>-2.00</u>		<u>-2.00</u>		<u>-2.00</u>
Total paid working hours	<b><u>1,740.25</u></b>		<b><u>1,839.81</u></b>		<b><u>1,864.70</u></b>
<b>total average working days per year on EDO</b>					
Working days (hr peryr/hr per day)	260.89		260.89		260.89
Less Public holidays	<u>-12.00</u>		<u>-12.00</u>		<u>-12.00</u>
Less EDO	<u>-6.00</u>		<u>-6.00</u>		<u>-6.00</u>
Average working days per year	<b><u>242.89</u></b>		<b><u>242.89</u></b>		<b><u>242.89</u></b>
<b>Length of EDO work day</b>					
Total paid hours /	<b><u>1,740.25</u></b>		<b><u>1,839.81</u></b>		<b><u>1,864.70</u></b>
Average working days	242.89		242.89		242.89
Hours	7.16		7.57		7.68
hours and	7		7		7
Minutes	9.6		34.2		40.8
<b>Round to</b>	<b>7 hrs 10 min</b>		<b>7 hrs 34 min</b>		<b>7 hrs 41 min</b>
<b>additional minutes worked</b>	10		10		11

<b><u>VACATION ENTITLEMENT CONVERSIONS</u></b>					
<b><u>5 Day Week Schedule (37 hr/wk)</u></b>	<b><u>Conversion to EDO</u></b>	<b><u>Vacation under EDO</u></b>	<b>Check</b>		
		days	days	ours/ d	total
10 days (10x 7.4 hrs per day= <b>74 hrs</b> )	74/7.57 hrs per day	9.78	9.78	7.57	74
15 days (15x 7.4 hrs per day= <b>111 hrs</b> )	111/7.57 hrs per day	14.66	14.66	7.57	111
20 days (20x 7.4 hrs per day= <b>148 hrs</b> )	148/7.57 hrs per day	19.55	19.55	7.57	148
25 days (25x 7.4 hrs per day= <b>185 hrs</b> )	185/7.57 hrs per day	24.44	24.44	7.57	185
30 days (30x 7.4 hrs per day= <b>222 hrs</b> )	222/7.57 hrs per day	29.33	29.33	7.57	222
35 days (35x 7.4 hrs per day= <b>259 hrs</b> )	259/7.57 hrs per day	34.21	34.21	7.57	259

SCHEDULE "I"

LETTER OF UNDERSTANDING

PAY FOR JURY DUTY

The Employer and the Union agree to the following:

Upon completion of nine hundred and thirteen (913) hours worked, auxiliary employees shall be entitled, on a pro-rated basis, to the same jury duty leave to which regular employees are entitled. This will only apply to jury duty and to shifts that the employee has already been scheduled to work at the time that the employee was summoned for jury duty.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.

SCHEDULE "J"

LETTER OF UNDERSTANDING

ACCOMMODATION PROCESS

The Employer and the Union agree to the following:

When the Employer requires more than one physician statement in relation to a given accommodation request, the Employer will pay the reasonable cost associated with the second and any subsequent physician statement, provided the initial physician statement was reasonably complete.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.



SCHEDULE "K"

LETTER OF UNDERSTANDING

EARNED DAYS OFF (EDO)

The Employer and the Union agree to the following:

Regular Full-Time and Temporary Full-Time Employees who are eligible for EDOs shall have access to eight (8) unpaid days per calendar year to be scheduled on the same terms as EDOs.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.

