

Collective Agreement
Between

Prince George Public Library

&

Canadian Union of Public Employees
4951-04

Effective November 15, 2021 to March 31, 2026



The Prince George

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CUPE4951

Working in our communities

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PREAMBLE

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

- a. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- b. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c. To encourage efficiency in operation;
- d. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- e. Both parties agree to act in a fair and reasonable manner.

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1- MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance or arbitration procedure.

Any rules and regulations the Employer implements shall not be contrary to any provisions of this agreement.

HARASSMENT AND DISCRIMINATION

1.02 Discrimination

The Employer and the Union agree that any form of personal harassment, discrimination or sexual harassment will not be tolerated in the workplace. The Employer recognizes the principle that it is its responsibility to maintain a discrimination- and harassment-free workplace.

There shall be no harassment or discrimination against any employee regarding hiring, wages, training, promotion, transfer, layoff, recall, discipline, discharge, nor by reason of their membership or activity in the Union or any other reason. The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex (including gender identity or gender expression), sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic or national origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, resident or the association with others similarly protected or any other prohibition of the Human Rights Code.

1.03 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

Sexual Harassment

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential.

Sexual harassment shall include, but not be limited to:

- a. Unnecessary touching or patting
- b. Suggestive remarks or other verbal abuse
- c. Leering at a person's body
- d. Compromising invitations
- e. Demands for sexual favours
- f. Physical assault

Cases of sexual and/ or personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

No information relating to the grievor's personal background, life-style or mode of dress will be admissible during the grievance or arbitration procedure.

The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

1.04 Education and Policy

The Library agrees to develop, jointly with the Union, a policy against personal harassment, discrimination and sexual harassment and to make all management personnel and employees aware that violations of the policy may be subject to

disciplinary action. The Employer also agrees to include the subjects of discrimination and sexual harassment in appropriate training sessions.

ARTICLE 2- RECOGNITION

2.01 Bargaining Unit

The Library recognizes Local 4951, Canadian Union of Public Employees as the sole bargaining agent representing all employees as defined in the certification from the BC Labour Relations Board on April 13, 2021. These employees shall comprise the bargaining unit of CUPE Local 4951-04.

2.02 Work of the Bargaining Unit

The Employer agrees that management employees who are excluded from the CUPE bargaining unit will not be scheduled for work contained in a bargaining unit job description, which is normally performed by employees covered by this agreement except:

- a. in cases of emergency or where there is an immediate short-term need for the work of the Employer to be done, or
- b. in cases where, due to the nature of the work performed, the employee cannot be replaced from within the bargaining unit, or
- c. in cases where common job duties are performed by both excluded employees and bargaining unit employees.

It is not the intention of the Employer to limit the availability of work that is normally performed by the CUPE bargaining unit.

2.03 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 No Contracting-Out

No Employee shall be laid off as a result of contracting out of bargaining unit work.

2.05 Volunteers

Volunteers shall not be used to displace or replace employees in number, or their hours worked, or both. Volunteers shall be restricted to the provision of supplementary levels of service in areas or roles which do not encompass confidential employee information.

2.06 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. With advance notice, such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 – DEFINITIONS OF EMPLOYEES

3.01 Employee

“Employee” shall mean any person defined as such by the Labour Relations Board certification order who is employed by the Prince George Public Library save and except those persons excluded from the bargaining unit by the Labour Relations Board or by mutual agreement of the parties.

3.02 Regular Employee

A regular employee shall mean an employee who is appointed to a continuing position.

A regular employee has the right to apply for and accept, if offered a Temporary position. At the conclusion of the Temporary position, they shall be entitled to return to their previous position. A regular employee shall retain all benefit entitlements while on such appointments.

3.03 Probationary Employee

Probationary employee shall mean a newly hired employee that shall be subject to a four (4) calendar month probationary period.

Under special circumstances and with the mutual agreement of the Employer and the Union, the probationary period may be extended to a period not exceeding a further three (3) months. Any leave from the position of longer than ten (10) consecutive working days during the probationary period for sick leave, vacation or general leave of absence may extend the probation date by the equivalent length of that leave. Employees who have satisfactorily completed their probation period shall be so advised.

During the probationary period, a probationary employee shall be entitled to all rights and privileges of this Agreement.

The Employer may terminate a probationary employee for unsuitability.

3.04 Full-Time Employee

A full-time employee shall mean an employee who satisfactorily completes the probationary period.

Regular full-time employees work seven and one half (7.5) hours per day and thirty-seven and one half (37.5) hours per week.

Regular full-time employees are entitled to all of the benefits outlined in this agreement except where otherwise specified.

3.05 Part-Time Employee

Part-time employee shall mean an employee who regularly works less than a full-time schedule and who satisfactorily completes the probationary period. While part-time employees may work seven- and one-half hours (7.5) hours per day, they do not do so five days per week.

All part-time employees are entitled to all benefits outlined in this agreement on a pro rata basis, except where otherwise specified.

3.06 Temporary Employee

Temporary employee shall mean an employee who is hired on a full-time or part-time basis as set forth above, for a definite and limited period of time, and which may be extended.

3.07 Casual Employee

Casual employee shall mean an employee who may be called at the discretion of the Employer to fill in for scheduled or unexpected absences.

Casual employees shall accumulate seniority on an hourly basis. In lieu of vacation, casual employees shall receive 4% if employed less than one year and 6% thereafter.

3.08 Student Employee

Student employees shall mean an employee whose appointment is created due to seasonal requirements for a period not exceeding six (6) calendar months in duration. An employee's appointment may be extended beyond six (6) months with mutual agreement of the Union. It is understood these employees shall be enrolled in an educational program.

In lieu of vacation entitlement Student Employee(s) will receive 4%.

ARTICLE 4- NO STRIKES/NO LOCKOUTS

4.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

4.02 Right to Not Cross Picket Lines

All members of the Union shall have the right to not cross any legal picket line without discipline or loss of remuneration.

ARTICLE 5- UNION SECURITY AND DUES

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the (bi-weekly) payroll and shall be forwarded to the Treasurer of the Canadian Union of Public Employees Local 4951, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month.

5.03 New Employees

- a) The Employer agrees to acquaint new employees that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first month of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed thirty (30) minutes duration.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 6- CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties shall be copied to the Library Director or designate and the President of the Union.

ARTICLE 7 – UNION-MANAGEMENT RELATIONS

7.01 Representation

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

7.02 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

7.03 Union - Management Committee

A Union - Management Committee shall be established consisting of representative(s) of the Union and representative(s) of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
2. Improving and extending services to the public.
3. Promoting safety and sanitary practices.
4. Reviewing suggestions from employees, questions of working conditions and service (but not grievances).
5. Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet at least once every three months at a mutually agreeable time. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and electronically signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.04 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer.

The Union Bargaining Committee shall be comprised of three (3) members of the bargaining unit, and any representatives of the Union as assigned by the Union.

Any library employee who is a representative of the Union on the Bargaining Committee shall be entitled to leave their work during working hours in order to carry out collective bargaining. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked.

The Bargaining Committee shall have the right to attend negotiation meetings held within the employees' working hours without loss of remuneration.

7.05 Time Off for Meetings

For all time off in Article 7.04, the employee will receive their normal pay, and the Library and the Union will split the costs of the bargaining unit members of the committee equally and the Employer will bill the union for their share of wages and benefits.

7.06 Technical Information

Within (10) ten working days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of ratings in job evaluation and financial information pertaining to pension plans.

ARTICLE 8- GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and efficient procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, and processing their grievance in accordance with the grievance procedure. The Steward may be a member of CUPE Local 4951.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward. The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article.

8.03 Time Off due to Grievance

Representatives of the Union in the employ of the Employer, and the grievor and witnesses shall not suffer any loss of pay or benefits for the time involved in grievance procedures and arbitrations procedures during scheduled working hours.

The Employer agrees that Stewards and/or the grievor shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and joint committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various joint committees, shall be considered as time worked.

8.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.05 Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner. The Steward and the grievor may be present at Step 1. At Step 2 either the Chief Shop Steward or the President of CUPE 4951 will be present:

- Step I: Where the employee believes that there has been a violation of the agreement, they shall meet informally with the Department Head (excluded), with the assistance of a Union Steward, within fifteen (15) working days of the circumstance(s) giving rise to the grievance in an attempt to resolve the allegation. The answer to the grievance must be given in writing within ten (10) working days.
- Step II: Within ten (10) working days of the response of the Department Head at Step I, the Union may advance the grievance to the Library Director in writing. The Library Director shall meet with the employee and a Union representative within ten (10) working days to discuss the grievance and the Library Director shall respond in writing within five (5) working days of this meeting to the Union.
- Step III: By mutual consent, the parties may agree to use the services of a mediator before advancing the grievance to arbitration in accordance with Article 9 of the agreement. The parties agree to share the costs of the mediation. The mediator shall be one (1) person who shall be selected through mutual agreement of the parties.

8.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps I of this Article may be by passed and the grievance may commence at Step II.

8.07 Union May Institute Grievance

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

8.08 Deviation from Grievance Procedure

After a grievance has been initiated at Step II the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

8.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.10 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility and may do so during non-opening hours. The Employer shall also supply the necessary facilities for the grievance meetings.

8.11 Time Limits

The Parties may, by mutual agreement, waive any time limit of the grievance and/or arbitration procedure.

8.12 Referral to Arbitration

It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step II.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

- a. It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8. The Parties will utilize a single arbitrator.
- b. The Arbitrator may determine appropriate procedures in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.
- c. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement. However, the Arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as it deems just and reasonable in all circumstances.
- d. Each of the parties shall bear half the expenses of the Arbitrator and any cost of the place of hearing of such arbitration, if and when the necessity arises.
- e. The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE

10.01 Just Cause

No employee shall be disciplined, suspended or dismissed without just cause. Proof of just cause is the responsibility of the Employer.

10.02 Discipline

The Employer shall notify an employee in writing of any discipline with copies to the Union President, within five (5) working days thereafter.

10.03 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward has the right to consult with a CUPE Local 4951 Executive member or a CUPE National Servicing Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

When the Employer intends to suspend or terminate an employee, the President or designate of CUPE Local 4951 shall be present at the disciplinary meeting.

10.04 Right to Grieve

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, dismissed or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 8 (Grievance Procedure) of this Agreement.

Upon request, the Union through the Chief Shop Steward and the Library Director or designate agree to provide access to all original documents in their possession that relate to a disciplinary action, unless prohibited by law. The parties agree to keep such information confidential and will only share such information with others on a need-to-know basis.

10.05 Unjust Cause

In all cases of suspension or dismissal or other disciplinary actions, the burden of proof shall rest with the Employer. If, as a result of the grievance procedure, it is found that an employee has been dismissed, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out. In the case of

a probationary employees, just cause shall include failure to perform the job to the satisfaction of the Employer.

10.06 Progressive Discipline

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Disciplinary action shall be done as per Section 5.3.2 of the Prince George Public Library procedures manual.

10.07 Discharge Procedure

When an employee is discharged, the employee and the Union shall be advised within five (5) working days in writing by the Employer as to the reason for such discharge.

10.08 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Such a grievance may commence at Step III.

10.09 Access to Personnel File

The Employer will only maintain one Personnel File. An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file with 48 hours' notice. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.10 Clearing the File

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action provided that no further infractions have occurred in the eighteen (18) month period.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit and with the Employer prior to the certification of the Union. Seniority shall be used in determining priority for promotions, transfers, and filling vacancies in accordance with Article 12 and layoffs and recall in accordance with Article 13. Seniority shall operate on a bargaining-unit-wide basis.

11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each regular employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 3.03 (Probationary Employee). For the purpose of this Article, time away from work that is protected by the *Employment Standards Act* or by the *Human Rights Code* shall be deemed to be hours paid.

Seniority, as set out on the posted seniority list, will be used for the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of four (4) calendar months from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released for unsuitability. After completion of the probationary period, seniority shall be affected from the original date of employment.

11.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a. They are discharged for just cause and not reinstated.
- b. They resign and do not rescind within twenty-four (24) hours.
- c. They are absent from work in excess of two (2) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d. They fail to return to work within five (5) working days following a layoff and after being notified by e-mail and phone (if possible) to do so, unless they are sick or injured and will be placed on a leave of absence. It shall be the responsibility of the employee to keep the Employer informed of their current contact information.
- e. They are laid off in excess of nine (9) months.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be temporarily transferred to a position outside the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returning to the bargaining unit within twelve (12) calendar months from the temporary transfer and/or promotion shall forfeit all bargaining unit seniority.

ARTICLE 12- PROMOTIONS AND STAFF CHANGES

12.01 Postings

a. **Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards at both Branches, and by email to all employees, with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

The Employer agrees that all vacancies within the bargaining unit will be posted for employees of the bargaining unit first. All employees must have completed their probationary period to be considered for a new position.

b. **Temporary Vacancies**

Temporary vacancies anticipated to be less than twelve (12) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible. The Employer has the right to determine based on operational needs, the number of shifts available.

c. **Temporary Job Postings**

A vacancy which occurs for more than twelve (12) weeks will be posted stating that the position is temporary and shall indicate the estimated duration. The temporary job shall not exceed six (6) months. Upon termination of a temporary job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event a part-time employee is the successful applicant, the employee shall retain their part-time status during the temporary full-time period. An employee filling a temporary vacancy of twelve (12) weeks or longer shall not bid on any other temporary posting until the end of their temporary position.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, location, qualifications, shift, hours of work, wage or salary rate or range. The qualifications and requirements listed in the posting shall be those necessary to perform the job function and may not be arbitrary or discriminatory. All job postings shall be written in gender neutral language.

12.03 Methods of Making Appointment

In making transfers, promotions, or filling vacancies the required skills, knowledge and ability shall be the primary consideration. The skills, knowledge and ability established by the Employer shall reflect bona fide job requirements. Where two or more employees are relatively equally qualified to perform the duties of the position, seniority shall be the determining factor. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.04 Familiarization Period

In the case of internal promotions or transfers, the successful applicant shall have a familiarization period of three (3) months. Conditional on satisfactory service, such promotion shall become permanent after three (3) months. The familiarization period may be extended with agreement between the Employer and the Union. If the Employer decides successful applicant proves unsatisfactory in the position during the familiarization period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wages. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wages. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.03 (Methods of Making Appointments).

12.05 Union Notification

The Union shall be notified of all appointments, layoffs, recalls and terminations of employment once per month. Notices of such appointments shall also be posted. The Union will be supplied a copy of each posting.

12.06 Postings while on Vacation or Leave

When an employee will be on vacation, or a leave of absence, the employee may advise Human Resources in writing no more than five (5) working days prior to beginning the vacation, to be considered for any job posting which might arise during their vacation. If such position arises, the written notice will be considered an application. Upon return the applicant will provide an updated resume and cover letter. The written notice is only valid during the vacation period immediately following its delivery to Human Resources.

12.07 Job Descriptions

Within thirty (30) calendar days of the signing of the first Collective Agreement, the employer shall provide Job Descriptions to the Union for all classifications covered by this agreement.

12.08 Job Evaluation Program

The Parties agree that all new or changed jobs shall be rated by a Joint Job Evaluation Committee. The Parties agree to abide by Section 5.4.5 of the Prince George Public Library procedures manual. Each party will assign their own representatives and be represented equally on the committee.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 11 (Seniority); however, the Employer will retain sufficient employees in each classification. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Definition of Layoff

A layoff shall be defined as the elimination of a position.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

13.03 Notice of Layoff

In the event of a proposed layoff of a temporary and/or permanent and/or long-term nature of thirteen (13) weeks or more, the Employer will:

- a. Provide affected employees with notice in accordance with the BC Employment Standards Act.
- b. Meet with the Union through the Union - Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this Collective Agreement.

13.04 Layoff Procedure

- a. In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that employees who are able to meet the normal requirements of the job remain.
- b. An employee who is subject to layoff shall have the right to either:
 - i. Accept the layoff; or
 - ii. Displace an employee in an equal or lower classification who has less bargaining unit seniority if the employee is qualified and able to do the work available.

- c. An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within ten (10) working days of the date of the notice of layoff issued by the Employer.
- d. In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time employee in an equal or lower classification with less seniority provided that the employee is qualified and able to do the work available.

13.05 Recall

- a. Laid off employees shall be recalled in the order of their seniority provided that they are qualified to do the work available.
- b. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c. It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days after being notified to do so by email and return to work within five (5) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d. Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work.

ARTICLE 14 – HOURS OF WORK

14.01 Work Week Definition

- a. The work week shall be understood to begin at 12:01 a.m. Saturday and shall end 12:00 midnight Friday following.
- b. The normal work day shall be between the hours of 7:00 a.m. and 9:15 p.m.
The Parties agree that there may be circumstances in which employees may work hours outside those specified above.

14.02 Hours of Work

Employees regular hours of work shall not be greater than seven and a half (7.5) hours per day and shall not exceed thirty-seven and a half (37.5) hours per week excluding any meal break to which the employees are entitled. Full-time employees shall not be required to work more than five (5) consecutive days in the same work week without receiving two (2) consecutive days off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

When the Employer determines that extra hours have become available, the extra hours will first be offered to the Part-Time employee with the lowest scheduled hours of the Part-Time employees in that pay period capable of performing the duties required. If that Part-Time employee is already working, cannot be contacted, or refuses the extra hours, then the next lowest scheduled hour Part-time employee will be contacted. If no Part-Time employee is available, then the work shall be offered to Casual employees by seniority.

Extra hours will not be offered if it results in overtime or conflicts with previously scheduled shifts.

14.03 Rest Period

All employees shall be permitted to rest periods as follows:

1. For each work day in excess of three and three quarters (3.75) hours, but less than five and one quarter (5.25) hours - one paid 15-minute rest period
2. For each work day between five and one quarter (5.25) and six and three quarters (6.75) hours – one paid 15-minute rest period, before or after a thirty minute unpaid meal break.
3. For each work day in excess of six and three quarters (6.75) hours – two paid 15-minute rest periods, one before, and one after a one hour unpaid meal break. With the authorization of their supervisor, employees may take a 30-minute unpaid meal break and end their shift 30 minutes early.

14.04 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved have shift differential, this premium shall be paid to the employee working the shift.

14.05 Shift Differentials

A shift differential of \$0.60 per hour will be paid for all hours worked between 9:15pm – 7:00am.

14.06 Time Sheets

Every employee must complete, sign and submit time sheets on a bi-weekly basis, noting the hours worked each day. Time sheets will be available at all times for inspection by supervisory staff, Library Board, or any Provincial or Federal agency.

14.07 Unable to Work

Employees will notify their supervisor at least one hour prior to commencement of their shift, whenever possible, that they are unable to report to work.

If the employee is unable to reach the supervisor directly, messages should also be left with the department manager and the main circulation desk.

The supervisor will attempt to contact any staff member, during their scheduled shift who has not reported for work in order to ensure their safety.

14.08 Work Schedules

The Employer shall issue work schedules to employees who are required to work for pre-determined portions of the workday, so that they are aware in advance of the dates, times, and durations of their upcoming work shifts. The Employer shall make work schedules available to employees a minimum of two (2) weeks in advance of a scheduled shift.

In the event that it is necessary for the Employer to make a change to a work schedule after it has already been published, due to an unplanned absence, the Employer shall assign the vacant shift in accordance with Article 14.02.

14.09 Flexible Schedule

Employees in positions identified by the Employer as having a flexible schedule shall request to determine their working hours. The Employer may deny flex time where it conflicts with operational requirements or if there is a conflict with another employee's schedule.

The following conditions apply to flexible schedules:

- a. Maximum work hours in a day shall not exceed 8.5 (not including unpaid meal break);
- b. Total hours worked in a four-week period shall not exceed 150 hours, after which overtime at 1.5x will apply;
- c. Unpaid meal break shall be a minimum of 30 minutes (0.5 hours);
- d. Vacation, paid holidays and sick days shall be a maximum of 7.5 hours;
- e. Employees shall submit their schedule in three (3) four-week blocks to their supervisor for approval two (2) weeks prior to the start of the first four-week block.

14.10 Alternate Work Schedule

Full-time employees may state a preference to job share or to reduce hours of work subject to the following conditions:

- a. The mutual agreement of the parties;
- b. Alternate work arrangements may be an ongoing arrangement, or for a specifically agreed upon time period;
- c. The position itself remains a full-time position when the incumbent job share partner or reduced hours of work employee leaves the position for whatever reason;
- d. Requests for alternate work arrangements must be made within a reasonable time before the commencement of the proposed date;
- e. Requests for alternate work schedules shall not be unreasonably denied by the Employer or the Union provided an acceptable schedule is developed;
- f. The Employer and the Union may cancel any particular job sharing; and
- g. Salary, vacation and benefits will be earned on a pro-rated basis.

14.11 Work from Home

Permission to work from home may be granted subject to operational requirements and a determination of the suitability of the work to be performed in a home environment.

ARTICLE 15 – OVERTIME & EXTRA PAY

15.01 Overtime Defined

For full time employees all time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime. Part time employees receive overtime pay after seven and one half (7.5) hours of daily work, thirty-seven and one half (37.5) hours of weekly work Saturday to Friday week and on a paid holiday. All overtime hours must be pre-authorized by the manager responsible for the department where the overtime hours are requested.

15.02 Overtime Rates

Employees will be paid at the rate of time and a half (1.5x) for the first four (4) hours worked over their regularly schedule shift in a day and at the rate of double time (2x) for hours thereafter.

15.03 Distribution of Overtime

All overtime shall be offered equitably among employees who are willing and qualified to perform the available work.

15.04 Work Schedule

Overtime on a scheduled day off or statutory holiday will be paid at the rate of time and a half (1.5x).

15.05 Time Off In lieu of Overtime

Employees shall have the option of banking overtime worked to a maximum of thirty-seven and one half (37.5) hours. Banked overtime hours must be taken at a time mutually agreed upon by the employee and the manager/supervisor responsible for scheduling.

Upon request, portions of banked overtime shall be paid out on the next payroll period. Unused banked overtime shall be paid out on December 31st of each year.

ARTICLE 16- HOLIDAYS

16.01 Statutory Holidays

The Employer recognizes the following as paid holidays:

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

and all other such holidays as declared by the local Municipal Government, Province of British Columbia, or Government of Canada.

ARTICLE 17 – VACATIONS

17.01 Length of Vacation

Upon commencement of employment with the Employer, all employees except casual employees will accrue annual vacation leave as follows:

Pay Grade	Years of Service	Annual Vacation Days based on 75 hours per pay period	Days per Month of Service	Approximate equivalent vacation percent for part time hours
1-8, 13, 19	In the first part calendar year of service	1.25 vacation days per month of service	1.25	6%
	During the second (2nd) up to and including the fifth (5th) year of service	15 vacation days	1.25	6%
	During the sixth (6th) up to and including the tenth (10th) year of service	20 vacation days	1.67	8%
	During the eleventh (11th) up to and including the fifteenth (15th) year of service	25 vacation days	2.08	10%
	During the sixteenth (16th) up to and including the twentieth (20th) year of service	27 vacation days	2.25	10.5%
	During the twenty-first and subsequent years of service	30 vacation days	2.50	11.5%
9, 10, 18	In the first part calendar year of service	1.83 vacation days per month of service	1.83	8.50%
	During the second (2nd) up to and including the fifth (5th) year of service	22 vacation days	1.83	8.50%
	During the sixth (6th) up to and including the tenth (10th) year of service	25 vacation days	2.08	10%
	During the eleventh (11th) up to and including the fifteenth (15th) year of service	25 vacation days	2.08	10%

	During the sixteenth (16th) up to and including the twentieth (20th) year of service	27 vacation days	2.25	10.5%
	During the twenty-first and subsequent years of service	30 vacation days	2.50	11.5%

Employees may bank unused vacation. Vacation banks will not be paid out until termination or retirement.

17.02 Vacation Pay on Termination

Vacation earned and not taken will be paid out at termination.

17.03 Preference in Vacations

Vacation shall be scheduled on a first come, first served basis, subject to operational requirements.

17.04 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer that the employee was hospitalized while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by hospitalization occurring immediately prior to the scheduled vacation.

ARTICLE 18- SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

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

18.02 Amount of Sick Leave

Sick leave for full-time and part-time employees who have completed probation will be accrued by the employee at a rate of one and one quarter (1.25) days' sick time for each month of completed service. Employees may bank unused sick time to a maximum of 172 days. Employees who have more than 172 days at the time of ratification will retain their sick time banks and will not accrue sick time until their bank falls below 172 days.

18.03 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off due to lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

18.04 Sick Leave Record

Sick Leave accrual and usage shall be reflected on each employees' bi-weekly pay statement. There will not be a calculation of what is accrued in the current pay period.

18.05 Doctor's Notes

The Employer may require a Doctor's note for regular sick leave absences in excess of three (3) consecutive working days or where a pattern of sick leave absence develops. Costs associated with any doctors' notes requested by the Employer will be reimbursed to the employee.

18.06 Extended Medical Leaves

If an extended sick leave is required due to a medical procedure or a health issue that requires a lengthy absence from work, the employee will submit a doctor's note to Human Resources.

The Doctor's note will include information about the length of absence needed to attend to the medical condition.

Human Resources will inform the supervisor about the medical leave. Information shared with the supervisor or any other employee will be limited to the time that the employee is expected to be unavailable for work.

Human Resources will provide the employee with the number of accrued sick hours available to them to cover their medical leave. Benefits are also available to assist with coverage during a lengthy medical absence.

18.07 Short and Long Term Disability

Eligible employees may apply for short term disability coverage. After six (6) months of coverage under short term disability benefits, application may be made for long term disability benefits. Human Resources will assist employees in applying for both short and long term disability.

18.08 Medical Appointments

Employees shall draw from their accumulated sick leave credits or yearly entitlements for the purpose of attending to medical check-ups and other preventative health care as well as specialist referrals, except where such medical check-ups, preventative health care, and specialist referrals are requested by the employer. Time will be calculated in blocks of fifteen (15) minutes.

ARTICLE 19- LEAVE OF ABSENCE

19.01 Intent

The Parties agree to follow the *BC Employment Standards Act* or the Collective Agreement as it pertains to job protected leaves, whichever is better.

Employees will continue to accrue vacation at their current annual vacation entitlement rate for up to two (2) weeks of an approved unpaid leave.

19.02 General Leave

The Employer may grant leave of absence of up to six (6) months without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such requests will be in writing and submitted ten (10) days in advance where possible to the Library Director for approval. Such leave will not to be unreasonably denied.

19.03 Leave for Union Business

Representatives of the Union shall not incur any loss of pay when required to leave their employment temporarily to carry on discussions with the Employer, or with respect to a grievance provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.04 Leave for Union Function

With permission of the Employer, an employee elected or appointed to represent the Union at union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. Approvals shall not be unreasonably withheld.

19.05 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence with pay and benefits and without loss of seniority. Employees who are granted leaves for a full-time position with the union will have their wages and benefits reimbursed to the employer by the Union or affiliated body.

19.06 Bereavement Leave

Full-time and part-time employees shall receive up to a maximum of five (5) days paid leave upon the death of an employee's spouse (including common-law spouse), child, ward, foster child, sibling, parent, parent-in-law, grandparent, grandchild, guardian or

other relative not specifically mentioned herein if living in the employee's household. Additional unpaid leave may be requested. It is understood that these days do not need to be taken consecutively.

19.07 Mourners Leave

Full-time and part-time employees shall receive leave of up to one-half (0.5) day with pay in order to attend a funeral of a person not covered under 19.06.

19.08 Personal Leave or Family Leave

Leave with pay shall be granted to full-time and part-time employees up to a maximum of 22.5 hours per calendar year and without loss of seniority for serious illness in the immediate family or other serious emergencies. Such leave shall be deducted from the employee's accumulated sick leave credits. Compassionate Leave or additional unpaid leave may be requested and shall not be unreasonably denied.

19.09 Pregnancy and Parental Leave

The Parties agree to follow the *BC Employment Standards Act* as it pertains to pregnancy and parental leave.

The Employee will continue to accrue service and seniority during the term of the pregnancy or parental leave.

Employees may continue to pay their own benefits while on pregnancy and/or parental leave and have the option to pre-pay benefits.

19.10 Leave for Court Appearances

When summoned to serve on a jury or being called for jury duty, or when subpoenaed as a witness in criminal or civil proceedings, a full-time or part-time employee shall receive the difference between their regular earnings and the payment they receive for jury service or Court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received within two weeks of completing the service or on a bi-weekly basis prior to payroll cut-off dates where possible.

Time spent by an employee required to serve as a Court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

Benefits and other entitlements will continue as if the leave had not been taken and the employee is required to pay the portion of any premiums attributed to them accordingly.

Where an employee is called for jury selection, jury duty or subpoenaed by the Crown as a witness on a case to be heard by the Supreme, County or Provincial Court, and the reporting time is the forenoon, the employee need not report to work prior to the reporting hour. Immediately after being dismissed by the Court, the employee shall report to work. An employee serving such Court duty shall not be double-shifted and as

such, an employee spending their full shift day in Court duty shall not be required to complete the remainder of the shift day at work. The employee must notify their supervisor at least twenty-four (24) hours prior to the Court reporting time and will continue to keep their supervisor informed regarding the length of the Court assignment.

19.11 Time Off for Elections

Employees shall suffer no loss of pay while being allowed (3) three consecutive hours during the period of time the polls are open in any federal, provincial, municipal election or referendum.

19.12 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the work force. Employees with (3) three years employment who wish to further their education, shall request education leave without pay for up to four (4) months without loss of seniority, which may be renewed and/or extended by mutual agreement. Application for such leave shall be in writing at least sixty (60) days in advance.

19.13 Domestic Violence Leave

Employees shall receive up to five (5) days leave with pay, up to five (5) days unpaid leave, and up to fifteen (15) weeks additional unpaid leave for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence.

19.14 Professional Upgrading

Where it is determined by the Employer that a course, workshop, seminar or other learning activity is required to perform the duties of the job, the Employer shall pay one hundred percent (100%) of the cost of the learning activity including time off with pay. Where an employee wishes to take or participate in a course, workshop, seminar or other learning activity that is work-related, the employee may request that the Employer pay for the cost of the learning activity, including time off with pay. Such requests shall not be unreasonably denied.

ARTICLE 20 – EMPLOYEE WAGES

20.01 Rates of Pay

The rates of pay for bargaining unit positions are as shown in Appendix “A”.

20.02 Pay Days

Wages will be paid on a bi-weekly basis.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime, vacation accrual and usage, sick leave accrual and usage, and other supplementary pay and deductions. The employee's hourly rate is to be placed on the payroll statement.

20.03 Pay during Temporary Transfers

When assigned by the Employer, an employee who temporarily relieves or performs the principal duties of a higher paying position within the bargaining unit, shall be paid at Step 1 of the higher rated position or at 3% above their current pay, whichever is higher. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.04 Payment for In-Service Training

The Employer agrees to pay employees who are required by the Employer to attend in-service training sessions at their appropriate rate of pay as per the Collective Agreement.

ARTICLE 21- EMPLOYEE BENEFITS

21.01 Policy

Upon request the Union shall be provided with a current copy of the summary of all insured benefits.

21.02 Change of Carriers

It is understood that the carrier or level of benefits shall not be changed without notification to the Union, provided the benefits remain comparable. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 Eligibility

All full-time employees are eligible for benefits upon completion of three (3) months of employment. All part-time employees are eligible for benefits upon completing 780 hours of work within a twelve (12) month period.

All full-time employees must participate in the Short and Long Term Disability Plan, Life Insurance, Accidental Death and Dismemberment Plan, Extended Health, Dental and the Municipal Pension Plan (MPP) as a condition of employment.

All part time employees who have reached 780 hours in a twelve (12) month period must participate in the Short-Term-Disability Plan, Life Insurance, Accidental Death and Dismemberment Plan, Extended Health and Dental as a condition of employment.

It is mandatory for all employees who are eligible for benefits to participate in the Medical Services Plan of BC (MSP).

MSP, Extended Health and Dental Plan programs may be waived by the employee if they are already covered by another plan. Written proof from their other plan provider must be submitted. Part-time staff may waive their right to go on the Municipal Pension Plan by signing a Waiver Form.

21.04 Premiums

The cost of all benefits shall be shared as follows:

- a. Optional Life: 100% employee paid;
- b. Employee Assistance Program: 100% Employer paid;
- c. Extended Health Benefits, Dental Care Benefits, Group Life Insurance; Short Term Disability, Long Term Disability, and Medical Services Plan of British Columbia:
85% Employer paid and 15% Employee paid
Effective September 1, 2022 90% Employer paid
Effective April 1, 2024 95% Employer paid

Effective April 1, 2025

100% Employer paid

- d. Municipal Pension Plan: as determined by the Pension Commission

The Employer will maintain an Extended Health and Insurance Plan that includes the following:

- Medical Services Plan
- Extended Health
- Municipal Pension Plan
- Group Life Insurance
- Dental Plan
- Short and Long Term Disability
- Vision Care
- Employee Assistance Program
- Optional Life

21.05 Benefits Continuation – Short Term Disability

Employee benefits will continue while an employee is on short term disability. The Employer shall determine how the employee contribution will be paid on return to work. Employees may request a bi-weekly repayment plan. Such requests shall not be unreasonably denied.

21.06 Benefits Continuation – Long Term Disability

Employee benefits will continue for a period of twelve (12) months while an employee is on Long Term Disability with premiums being shared as per Article 21.04 (Premiums). After twelve (12) months, the employee has the option of continuing benefits by covering 100% of the costs, or cancelling participation in the benefit plan. On their return to work, the employee will be invoiced by the Employer for the employee contribution owing during the first twelve months. The Employer will invoice quarterly in advance for employee contributions continuing after twelve months. Employees on Long Term Disability who work 780 hours or more in any twelve (12) month period will continue to be entitled to benefits according to Article 21.03 (Eligibility).

21.07 Employee Allowances

- a. Travel Expenses
Approval of all expenses and reimbursements must be approved by the Employer.
- b. Air Travel

Employees travelling on Library business will be reimbursed for the cost of air travel in economy class. The Library will pay for the Airporter to transport employees to and from the airport while they are away.

The cost of standard flight cancellation insurance will also be reimbursed. Additional flight insurance is at the discretion and expense of the individual unless the Library cancels such trip.

c. Vehicle/Other

When an employee is travelling out of town and requires a rental vehicle, the Employer will pay for the rental costs of an economy car (or other passenger vehicle appropriate in the circumstances with prior approval).

When an employee uses their own vehicle for long trips as an alternative to air travel, mileage shall be paid at the Canada Revenue Agency Automobile Allowance per kilometer travelled to a maximum of the equivalent airfare (economy class). Employees will be reimbursed based on the most economical means of travel.

Employees shall be reimbursed for the most economical means of transportation available both to and from airports and depots.

Non-business related expenses such as traffic violation fines, in-room movies and non-business related entertainment expenses will not be reimbursed.

d. Accommodation

Employee shall be reimbursed for the cost of a standard hotel room while an employee is out of town on Library business.

e. Meals

Meals shall be reimbursed at the following rates:

Breakfast: \$15.00

Lunch: \$18.00

Dinner: \$30.00

Full Day: \$63.00

Meal allowances will not be paid where a meal is provided for at a conference or meeting.

f. Mileage Reimbursement

Employees will be reimbursed for mileage claimed when they use their personal vehicle on Library business.

Mileage reimbursement will be paid at Canada Revenue Agency Automobile Allowance per kilometer travelled.

Employees claiming mileage reimbursement must maintain a log of kilometers travelled on Library business and submit claims at the end of each month.

Business travel includes direct travel between an employee's normal work location and a business-related location, but does not include normal travel between an employee's residence and their work location during the normal work week.

When an employee is required to use their own vehicle for business purposes on their normal day(s) off, the calculation of mileage shall be from the employee's home, including to and from the work location.

21.08 Service Recognition upon Retirement

Employees retiring from the service of the Employer shall be paid the following:

- 11 to 15 years of service: \$200
- 16 to 20 years of service: \$250
- 21 to 25 years of service: \$300
- 26 to 30 years of service: \$350
- 31 to 35 years of service: \$400

ARTICLE 22 – HEALTH AND SAFETY

22.01 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

22.02 Joint Health and Safety Committee

Two (2) from Bob Harkins Branch and one (1) from Nechako Branch members of the Union, as determined by the Union, and up to three (3) of the Employer will attend the regular monthly Health and Safety Committee meetings held by the Prince George Public Library. Minutes of the meetings will be available to the Employer and the Bargaining Unit members.

Each employee is responsible for becoming familiar with these minutes, as well as with their representatives on this Committee and working with them to continue to promote and develop a safe work environment.

22.03 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

22.04 Access to the Workplace

Members of the Joint Health and Safety Committee shall conduct an inspection of the work site as necessary. No restriction shall be placed on this inspection.

In the event of an accident, an incident or an occupational health problem, a Union member of the Joint Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Joint Health and Safety Committee meetings, or for inspecting, investigating, surveying or monitoring the workplace.

22.05 Right to Refuse or Stop Unsafe Work

- a. An employee may refuse to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person, or where it would be contrary to any applicable health and safety legislation or regulations;

- b. An employee refusing work under subsection (a) shall forthwith report the circumstances of the unsafe condition to their supervisor. If the supervisor does not agree that an unsafe condition exists, the supervisor will investigate the matter in the presence of a Joint Health and Safety Committee member or steward. If this investigation does not resolve the matter, it shall be referred to an officer of the Workers' Compensation Board whose decision shall be final and binding;
- c. No employee shall be permitted to work on a job which another employee has refused until the matter is investigated and resolved as outlined in subsection (b);
- d. No employee shall be subject to disciplinary action because the employee has refused work under this section. Temporary assignment to alternative work at no loss in pay to the employee until the matter is resolved, shall not be deemed to constitute disciplinary action.

22.06 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions.

22.07 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

22.08 Transportation of Accident Victims

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

22.09 Immunization

Immunization for hepatitis and flu shots shall be paid by the Employer, and taken at the employee's option, where there is a risk of work-related infection.

22.10 First Aid Training

The Employer recognizes the benefit of training in first aid for its employees. The Employer will provide required first aid training for designated first aid attendants, including Automated External Defibrillator training. Employees will receive training at the regular rate of pay.

ARTICLE 23- GENERAL CONDITIONS

23.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) calendar days of receiving written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally. All employees will have access to electronic copy of the Collective Agreement upon hire.

23.03 Gender-Neutral Terms To Apply

Where applicable gender-neutral terms shall be used in this Collective Agreement.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Term of Agreement

The term of this agreement is from November 15, 2021 and will expire on March 31, 2026.


IN WITNESS WHEREOF the Prince George Public Library has caused these presents to be sealed with the seal of the Prince George Public Library, Prince George, B.C. and the Canadian Union of Public Employees, Local #4951-04 has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this

_____ day of 2021.

SIGNED, SEALED AND DELIVERED
THE CANADIAN UNION
OF PUBLIC EMPLOYEES,
LOCAL 4951-04
IN THE PRESENCE OF

SEALED WITH THE SEAL OF THE
BOARD OF THE PRINCE GEORGE
PUBLIC LIBRARY,

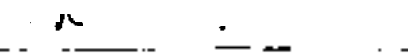
AND SIGNED BY




Lily Bachand, President
CUPE Local 4951



Paul Burry, Library Director
Prince George Public Library

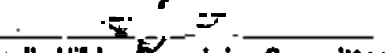


Marnie Boman, 1st Vice President
CUPE Local 4951



Mike Gagel, Chair
Prince George Public Library Board of Trustees

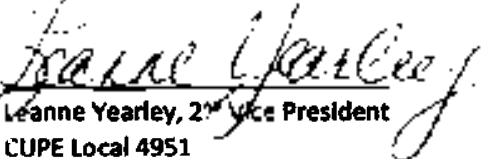
Darcie Smith, Unit Chair
CUPE Local 4951-04



Leslie Hilder, Bargaining Committee
CUPE Local 4951-04



Roy Vlase, Bargaining Committee
CUPE Local 4951-04



Leanne Yearley, 2nd Vice President
CUPE Local 4951

Schedule A – Wage Scale – 2021 – 2025

Ratification	2.25%
April 1, 2022	2.00%
April 1, 2023	2.00%
April 1, 2024	2.00%
April 1, 2025	2.25%

PRINCE GEORGE PUBLIC LIBRARY
Payscale (hourly) - Wage Rates as of April 22, 2021

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
13	LPG LCIA	Page Computer Instructional Assistant	15.33	15.64	15.95	16.19
14			16.40	16.90	17.40	17.93
1A	LTSA	Library Technical Assistant	19.79	20.40	21.05	21.69
**This pay grade not entitled to salary increases, will be absorbed into pay grade 1 once that grade increases to this amount						
1	LTS	Library Technical Assistant	19.71	20.32	20.92	21.54
2	LRSK LCCK LNC	Reserves Clerk Customer Experience Assistant Customer Experience Assistant (Nechako)	21.63	22.30	23.01	23.70
4	LSMW2 LSH	Security/Maintenance Worker Customer Experience Shift Leader	23.80	24.53	25.26	26.03
5	LMDA LAC1 LAC2 LTUT LSMW	Visual Marketing Assistant Accounting Clerk I Accounting Clerk II Library Tutor Security/Maintenance Lead	24.65	25.47	26.23	27.00
6	LRAA LSSA	Library Assistant Assistant Catalogue Technician	25.53	26.40	27.21	27.99

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
8	LCTT	Catalogue Technician	26.92	27.78	28.60	29.47
	LAQK	Acquisitions Coordinator				
	LPCO	Processing Coordinator				
	LPAC	Customer Accounts Specialist				
	LAAS	Human Resources & Executive Assistant				
8a	LCEC	Customer Experience Coordinator	28.94	29.81	30.70	31.62
9	LPRC	Program Coordinator	30.96	32.02	33.04	33.97
	LCVR	Circulation Services Coordinator				
	LNSP	Nechako Branch Coordinator				
18	LPSL	Librarian	33.04	34.03	35.04	36.09
	LNAD	Network & Systems Administrator				
	LWRD	Web & Systems Administrator				
10	LCXC	Communications Coordinator	36.00	37.09	38.20	39.34
	LCC	Collections Coordinator				
	PUSC	Public Service Coordinator				
10a			37.57	38.31	39.45	40.64

Payscale (hourly) - Wage Rates as of November 15, 2021 (2.25%)

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
13	LPG LCIA	Page Computer Instructional Assistant	15.67	15.99	16.31	16.55
14			16.77	17.28	17.79	18.33
1A	LTSA	Library Technical Assistant	Absorbed into pay grade 1			
1	LTS	Library Technical Assistant	20.15	20.78	21.39	22.02
2	LRSK LCCK LNC	Reserves Clerk Customer Experience Assistant Customer Experience Assistant (Nechako)	22.12	22.80	23.53	24.23
4	LSMW2 LSH	Security/Maintenance Worker Customer Experience Shift Leader	24.34	25.08	25.83	26.62
5	LMDA LAC1 LAC2 LTUT LSMW	Visual Marketing Assistant Accounting Clerk I Accounting Clerk II Library Tutor Security/Maintenance Lead	25.20	26.04	26.82	27.61
6	LRAA LSSA	Library Assistant Assistant Catalogue Technician	26.10	26.99	27.82	28.62

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
8	LCTT	Catalogue Technician	27.53	28.41	29.24	30.13
	LAQK	Acquisitions Coordinator				
	LPCO	Processing Coordinator				
	LPAC	Customer Accounts Specialist				
	LAAS	Human Resources & Executive Assistant				
8a	LCEC	Customer Experience Coordinator	29.59	30.48	31.39	32.33
9	LPRC	Program Coordinator	31.66	32.74	33.78	34.73
	LCVR	Circulation Services Coordinator				
	LNSP	Nechako Branch Coordinator				
18	LPSL	Librarian	33.78	34.80	35.83	36.90
	LNAD	Network & Systems Administrator				
	LWRD	Web & Systems Administrator				
10	LCXC	Communications Coordinator	36.81	37.92	39.06	40.23
	LCC	Collections Coordinator				
	PUSC	Public Service Coordinator				
10a			38.42	39.17	40.34	41.55

Payscale (hourly) - Wage Rates as of April 1, 2022 (2.0%)

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
13	LPG LCIA	Page Computer Instructional Assistant	15.99	16.31	16.64	16.89
14			17.10	17.63	18.15	18.70
1	LTS	Library Technical Assistant	20.56	21.19	21.82	22.47
2	LRSK LCCK LNC	Reserves Clerk Customer Experience Assistant Customer Experience Assistant (Nechako)	22.56	23.26	24.00	24.72
4	LSMW2 LSH	Security/Maintenance Worker Customer Experience Shift Leader	24.82	25.58	26.34	27.15
5	LMDA LAC1 LAC2 LTUT LSMW	Visual Marketing Assistant Accounting Clerk I Accounting Clerk II Library Tutor Security/Maintenance Lead	25.71	26.56	27.36	28.16
6	LRAA LSSA	Library Assistant Assistant Catalogue Technician	26.63	27.53	28.38	29.19

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
8	LCTT	Catalogue Technician	28.08	28.97	29.83	30.74
	LAQK	Acquisitions Coordinator				
	LPCO	Processing Coordinator				
	LPAC	Customer Accounts Specialist				
	LAAS	Human Resources & Executive Assistant				
8a	LCEC	Customer Experience Coordinator	30.18	31.09	32.02	32.98
9	LPRC	Program Coordinator	32.29	33.40	34.46	35.43
	LCVR	Circulation Services Coordinator				
	LNSP	Nechako Branch Coordinator				
18	LPSL	Librarian	34.46	35.49	36.54	37.64
	LNAD	Network & Systems Administrator				
	LWRD	Web & Systems Administrator				
10	LCXC	Communications Coordinator	37.55	38.68	39.84	41.03
	LCC	Collections Coordinator				
	PUSC	Public Service Coordinator				
10a			39.18	39.96	41.14	42.39

Payscale (hourly) - Wage Rates as of April 1, 2023 (2.0%)

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
13	LPG LCIA	Page Computer Instructional Assistant	16.31	16.64	16.97	17.22
14			17.45	17.98	18.51	19.07
1	LTS	Library Technical Assistant	20.97	21.62	22.25	22.91
2	LRSK LCCK LNC	Reserves Clerk Customer Experience Assistant Customer Experience Assistant (Nechako)	23.01	23.72	24.48	25.21
4	LSMW2 LSH	Security/Maintenance Worker Customer Experience Shift Leader	25.32	26.10	26.87	27.69
5	LMDA LAC1 LAC2 LTUT LSMW	Visual Marketing Assistant Accounting Clerk I Accounting Clerk II Library Tutor Security/Maintenance Lead	26.22	27.10	27.90	28.72
6	LRAA LSSA	Library Assistant Assistant Catalogue Technician	27.16	28.08	28.95	29.78

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
8	LCTT	Catalogue Technician	28.64	29.55	30.42	31.35
	LAQK	Acquisitions Coordinator				
	LPCO	Processing Coordinator				
	LPAC	Customer Accounts Specialist				
	LAAS	Human Resources & Executive Assistant				
8a	LCEC	Customer Experience Coordinator	30.79	31.71	32.66	33.64
9	LPRC	Program Coordinator	32.94	34.06	35.15	36.14
	LCVR	Circulation Services Coordinator				
	LNSP	Nechako Branch Coordinator				
18	LPSL	Librarian	35.15	36.20	37.28	38.39
	LNAD	Network & Systems Administrator				
	LWRD	Web & Systems Administrator				
10	LCXC	Communications Coordinator	38.30	39.46	40.64	41.85
	LCC	Collections Coordinator				
	PUSC	Public Service Coordinator				
10a			39.97	40.75	41.97	43.23

Payscale (hourly) - Wage Rates as of April 1, 2024 (2.0%)

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
13	LPG LCIA	Page Computer Instructional Assistant	16.63	16.97	17.31	17.57
14			17.80	18.34	18.88	19.46
1	LTS	Library Technical Assistant	21.39	22.05	22.70	23.37
2	LRSK LCCK LNC	Reserves Clerk Customer Experience Assistant Customer Experience Assistant (Nechako)	23.47	24.20	24.97	25.72
4	LSMW2 LSH	Security/Maintenance Worker Customer Experience Shift Leader	25.83	26.62	27.41	28.24
5	LMDA LAC1 LAC2 LTUT LSMW	Visual Marketing Assistant Accounting Clerk I Accounting Clerk II Library Tutor Security/Maintenance Lead	26.75	27.64	28.46	29.30
6	LRAA LSSA	Library Assistant Assistant Catalogue Technician	27.70	28.65	29.53	30.37

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
8	LCTT	Catalogue Technician	29.21	30.14	31.03	31.98
	LAQK	Acquisitions Coordinator				
	LPCO	Processing Coordinator				
	LPAC	Customer Accounts Specialist				
	LAAS	Human Resources & Executive Assistant				
8a	LCEC	Customer Experience Coordinator	31.40	32.35	33.31	34.31
9	LPRC	Program Coordinator	33.59	34.74	35.85	36.86
	LCVR	Circulation Services Coordinator				
	LNSP	Nechako Branch Coordinator				
18	LPSL	Librarian	35.85	36.93	38.02	39.16
	LNAD	Network & Systems Administrator				
	LWRD	Web & Systems Administrator				
10	LCXC	Communications Coordinator	39.06	40.25	41.45	42.69
	LCC	Collections Coordinator				
	PUSC	Public Service Coordinator				
10a			40.77	41.57	42.81	44.10

Payscale (hourly) - Wage Rates as of April 1, 2025 (2.25%)

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
13	LPG LCIA	Page Computer Instructional Assistant	17.01	17.35	17.70	17.96
14			18.20	18.75	19.31	19.89
1	LTS	Library Technical Assistant	21.87	22.55	23.21	23.90
2	LRSK LCCK LNC	Reserves Clerk Customer Experience Assistant Customer Experience Assistant (Nechako)	24.00	24.74	25.53	26.30
4	LSMW2 LSH	Security/Maintenance Worker Customer Experience Shift Leader	26.41	27.22	28.03	28.88
5	LMDA LAC1 LAC2 LTUT LSMW	Visual Marketing Assistant Accounting Clerk I Accounting Clerk II Library Tutor Security/Maintenance Lead	27.35	28.26	29.10	29.96
6	LRAA LSSA	Library Assistant Assistant Catalogue Technician	28.33	29.29	30.19	31.05

Grade	Code	Title	STEP 1 First 4 months	STEP 2 Next 8 months	STEP 3 Second Year	STEP 4 Third Year
8	LCTT	Catalogue Technician	29.87	30.82	31.73	32.70
	LAQK	Acquisitions Coordinator				
	LPCO	Processing Coordinator				
	LPAC	Customer Accounts Specialist				
	LAAS	Human Resources & Executive Assistant				
8a	LCEC	Customer Experience Coordinator	32.11	33.07	34.06	35.08
9	LPRC	Program Coordinator	34.35	35.53	36.66	37.69
	LCVR	Circulation Services Coordinator				
	LNSP	Nechako Branch Coordinator				
18	LPSL	Librarian	36.66	37.76	38.88	40.04
	LNAD	Network & Systems Administrator				
	LWRD	Web & Systems Administrator				
10	LCXC	Communications Coordinator	39.94	41.15	42.38	43.65
	LCC	Collections Coordinator				
	PUSC	Public Service Coordinator				
10a			41.68	42.50	43.77	45.09

MEMORANDUM OF AGREEMENT

BETWEEN: Prince George Public Library

AND: Canadian Union of Public Employees, CUPE Local 4951-04

RE: Sick Leave Payout on Termination or Retirement
Grand-parented Employees

Full-time employees and grand-parented part-time employees who were hired prior to September 17, 1993 will retain the right to bank, for the purpose of payout, any sick leave accrued up to and including September 17, 1993.

If this bank is eroded due to ill health, the employee may rebuild the bank from future sick leave entitlement to a maximum, of that which had been earned by the employee as of September 17, 1993.

These employees will be entitled: Upon resignation, to receive a cash amount equal to 25% of their accumulated sick leave bank as of September 17, 1993 or 25% of their total current accumulated sick leave whichever is least.

Upon retirement at the maximum retirement age outlined in the Pensions (Municipal) Act, and having 10 or more years of service with the Library, to receive a cash amount equal to 50% of their accumulated sick leave bank as of September 17, 1993 or 50% of their total current accumulated sick leave whichever is least.

Upon retiring due to ill health having reached the minimum retirement age under the Pensions (Municipal) Act and having 10 or more years of service with the Library, to receive a cash amount equal to 50% of their accumulated sick leave bank as of September 17, 1993 or 50% of their total current accumulated sick leave whichever is least. The hourly rate used to determine the payout of accumulated sick leave will be the hourly rate to which the employee was entitled as of September 17, 1993.