

COLLECTIVE AGREEMENT

between

The Invermere Public Library Board of Trustees

- and -

Canadian Union of Public Employees, Local 5139

January 1, 2022 to December 31, 2026

COLLECTIVE AGREEMENT

BETWEEN

**INVERMERE PUBLIC LIBRARY BOARD
("EMPLOYER")**

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5139
("UNION")**

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THIS AGREEMENT MADE AND ENTERED INTO

BETWEEN:

**INVERMERE PUBLIC LIBRARY BOARD
(Hereinafter called the “Employer”),**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5139
(Hereinafter called the “Union”),**

ARTICLE 1 PREAMBLE

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

- 1.1 To promote the harmonious relations and settled conditions of employment between the Employer and the Union.
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to the Collective Agreement.
- 1.3 To promote the morale, well-being, and security of all Employees within the bargaining unit of the Union.
- 1.4 To provide citizens with the highest standard of Library operations and services.

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 2 DEFINITIONS

2.1 Employee

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

2.2 “Probationary Employee” shall mean a newly hired employee who shall serve a probationary period of 90 calendar days from date of hire to determine his/her suitability for a permanent position. During the probationary period, employees shall be entitled to all rights and benefits except where limited by this Agreement. Upon completion of the probationary period, seniority shall be effective from the date of hire.

2.3 “Permanent Full-Time Employees” are those employees who have completed the probationary period and who are regularly scheduled to work thirty-five (35) hours. Permanent Full-time employees are entitled to all benefits as outlined in this Agreement.

2.4 “Permanent Part-Time Employees” are those employees who have completed the probationary period and who work less than thirty-five (35) hours per week. Permanent Part-Time Employees are entitled to all benefits as outlined in this Agreement.

2.5 “Temporary Employee” shall mean an employee, full-time or part-time, who is employed for a specified term not to exceed 5 months.

2.6 “Casual Employee” shall mean an employee, full-time or part-time, who is employed on a day-to-day basis.

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

3.1 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 5139, as the sole and exclusive collective bargaining agent for all Employees as certified by the BC Labour Relations Board.

3.2 Managerial Exclusions

Without restrictions, it is agreed that the position of Chief Librarian shall be excluded from the terms of this Agreement.

3.3 No Other Agreements

Employees shall not be required or permitted to make any written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Collective Agreement.

3.4 Copies of Agreement

New Employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. Collective agreement booklets shall be printed, and the cost of such printing will be shared equally between the Union and the Employer.

3.5 Right of Representation

The Union shall have the right, at any time, to have the assistance of representatives of CUPE or any other advisors, when dealing or negotiating with the Employer. Such representatives and or advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.6 Library Board Minutes

A link to the copy of the adopted minutes of regular Library Board meetings shall be posted on the library website.

3.7 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be delivered in writing to the Local Union Representative and/or her designate.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The management of the Employer’s business is vested exclusively with the Employer except as may be otherwise specifically provided in this Agreement. The Employer shall exercise its rights in a fair and equitable manner.

The Union agrees that the Employer has the right to make and alter from time to time, as the necessity arises, policies to be observed by all employees. Such policies shall not be inconsistent with the provisions of this Agreement. All policies shall be communicated in writing to the Union.

ARTICLE 5 DISCRIMINATION AND HARASSMENT

5.1 Human Rights

The Board and the Union will continue their present policy of no intimidation, discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, disability, place of residence, nor by reason of membership or activity in the Union or any other reason.

5.2 Harassment

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

- a. Personal harassment shall be defined as any behaviour which denies individuals their dignity and respect, that is offensive, embarrassing and humiliating to said individual, as well as intentional comments and/or actions deliberately designed to demean, belittle, and humiliate an individual and includes without limitation, abuse of authority.
- b. Sexual harassment shall be defined as an act which involves favours or promises of favours or advantages in return for submission to sexual advances, reprisals or threats for rejection of sexual advances by either employees or management representatives, whether male or female.
- c. Complaints of personal and sexual harassment will be processed through the Grievance Procedure established in this Collective Agreement, commencing at Step 2.
- d. Board and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.

ARTICLE 6 UNION SECURITY

6.1 Bargaining Unit Membership

All employees within the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union.

All future employees shall become and remain members in good standing of the Union as a condition of continued employment upon completion of thirty (30) calendar days of employment.

6.2 Orientation of New Employees

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and allow the new Employee an opportunity to meet with a representative of the Union within regular working hours and without loss of pay on or shortly after employment.

ARTICLE 7 CHECK OFF OF UNION DUES

7.1 Check off Payments

The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with its Constitution.

7.2 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of Local 5139 in 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. A copy of this list shall also be forwarded to the Secretary of the Local Union

7.3 T4 Slips

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

ARTICLE 8 LABOUR MANAGEMENT RELATIONS

8.1 Labour/Management Committee

- a. A Labour/Management Committee consisting of not more than two (2) members of the Union and not more than two (2) representatives of the Employer. The purpose of which is to encourage communications at regular intervals, solve problems or potential problems before they become a grievance, and or discuss any subject of mutual interest.
- b. In the event either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement.
- c. Any representative of the Union on the Labour / Management Committee, who is in the employ of the Employer, shall not suffer any loss of wages while attending committee meetings.

8.2 Negotiating Committee

- a. A Negotiating Committee shall be appointed and consist of representatives of the Employer, and representatives of the Union. The Union will advise the Employer of the Union representatives on the Committee. The Negotiating Committee will address matters of collective bargaining.
- b. Two (2) representatives of the Union on the Negotiating Committee, who are in the employ of the Employer, shall not suffer any loss of wages while attending committee meetings.

8.3 Additional Representatives

The Union and the Employer shall each have the right to have the assistance of advisors or outside counsel when dealing or negotiating with each other.

8.4 Permission to Leave Work

The Labour Management and Negotiating Committee representatives shall be entitled to leave their work during working hours in order to carry out their functions including, but not limited to meetings with the Employer, and participation and preparation of bargaining. Permission to leave work during working hours for such purposes shall first be obtained from the Chief Librarian.

ARTICLE 9 SENIORITY

9.1 Seniority Defined

Seniority is defined as the length of service that an employee has with the Invermere Public Library, including past service prior to certification, and shall be applied on a bargaining unit basis.

9.2 Calculation of Seniority

a. Permanent Full-time Employee

Following the probationary period, seniority credits shall commence from the service date of the employee and shall apply in areas of this agreement.

b. Permanent Part-time Employees

Following the probationary period, seniority credits shall commence from the service date of the employee and shall apply in areas of this agreement.

c. Casual / Temporary Employees

No seniority shall accrue for a casual employee unless that employee is appointed, by letter, to a regular, full or part-time position with the library, thereby attaining the status of a regular employee.

A casual or temporary employee who becomes a regular employee shall be credited for purposes of seniority, each day in which that employee worked a full or part-time shift in the two-year period immediately prior to the employee attaining regular status.

9.3 Seniority List

An up to-date electronic copy of the seniority list shall be sent to the Union in January of each year and such list shall reflect the seniority standing of each Employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union.

9.4 Loss of Seniority

- a. Employees shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the Employer.
- b. Employees shall only lose seniority and have employment terminated in the event of:
 - i. Discharge for just cause and is not reinstated; or
 - ii. Resignation and does not rescind within forty-eight (48) hours; or
 - iii. Fails to return to work within ten (10) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other reasonable cause. It shall be the responsibility of the Employee to keep the Employer informed of her current address; or
 - iv. Is laid off for a period longer than two (2) years.
 - v. Accepts severance pay.
 - vi. Retires.
 - vii. Absent from work in excess of 3 working days without sufficient cause or without notifying the employer unless such notice was not reasonably possible.

9.5 Transfer and Seniority to Outside Bargaining Unit

- a. No Employee shall be transferred or promoted to a position outside the bargaining unit without their consent.
- b. An Employee transferred or promoted to a position outside of the bargaining unit shall retain their seniority in the bargaining unit for a period of twenty-four (24) months.
- c. When the temporary assignment is completed, the Employee shall return to their previous position.

ARTICLE 10 LAYOFFS AND RECALLS

10.1 Definition of Lay Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of a permanent employee as defined in this agreement.

10.2 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform the work of the classification. A reasonable familiarization period will be afforded to such employees.

10.3 Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify permanent employees who are to be laid off, 10 working days prior to the effective date of lay off. Temporary employees shall be given five days' notice and casual employees shall be given no notice. If the employee has not had the opportunity to work the days as provided in this section, he/she shall be paid for the days for which work was not made available.

10.4 Recall List

Any Employee who is laid off shall be placed on a recall list for a period of twelve (12) months.

10.5 Choosing Severance Pay or Recall Rights

In case of a layoff, a permanent employee who has completed a period of employment of at least six (6) consecutive months shall, within ten (10) days of being notified of the layoff, advise the employer of his/her decision whether to go on the recall-to-employment list for two (2) years, or to accept severance pay, during or at the expiry of recall rights in accordance with the following formula:

Where the employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of three (3) consecutive years, two (2) weeks' severance pay; plus one (1) additional week's severance pay for each subsequent completed year of employment up to a maximum of eight (8) weeks' severance pay. Permanent part time employees' entitlement under Article 10.5 will be prorated.

10.6 Recall Procedure

Employees shall be recalled in the order of their seniority subject to qualifications and ability to perform the work of the classification.

10.7 No New Employees

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

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

11.1 Postings

Notices of all new permanent positions and permanent vacancies inside the bargaining unit shall be posted on the notice board at the library for a minimum of one (1) week, so that all Employees can apply. Temporary positions expected to be in excess of sixty (60) calendar days shall be posted.

11.2 Information in Posting

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skill, wages, and any other pertinent information.

11.3 Process for Filling Vacancies

Following the processing of applications, the Employer shall conduct interviews for those employees meeting the posted requirements, and within ten (10) days following the completion of the interview process, shall notify in writing all applicants of the outcome of the interviews.

11.4 Methods of Making Appointment

In making promotions, transfers and in effecting layoffs or recalls from layoff, the qualifications, skills, and ability of the Employee(s) concerned shall be the primary consideration, and where such factors are equal, seniority shall be the determining factor. The candidate with the highest seniority shall be given preference.

11.5 Trial Period

- a. The successful applicant appointed to another position shall complete a trial period of three (3) months. Conditional upon satisfactory service, the Employee shall become permanent in the position.
- b. If the successful applicant proves unsatisfactory in the position during the trial period, or if the applicant advises that they wish to return to their former position they shall be returned to their former position and salary without loss of seniority.
- c. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and without loss of seniority or pay. Any unsuccessful applicants for the original posting will then be considered. If there are no unsuccessful applicants, then the position would be reposted.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee whom the Steward represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.

12.2 Names of Stewards

The Union shall notify the Employer in writing of the names of the Steward before the Employer shall be required to recognize them.

12.3 Permission to Leave Work

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

12.4 Time Off Due to Grievance

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

12.5 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.

12.6 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee an earnest effort shall be made to settle the difference in the following manner:

Step 1

Within 20 working days of the occurrence of the events giving rise to the grievance, the employee or employees concerned with their union steward in attendance shall endeavor to settle the dispute with the Chief Librarian. Failing to reach a satisfactory settlement within five days after its submission the dispute may be referred to step 2.

Step 2

If settlement is not reached at Step 1, the Union shall submit the grievance in writing to the Employer as represented by the Board Chair within 7 working days of the Step 1 response. The grievor along with a Union Steward shall meet with the Employer, to attempt to settle the matter.

Failing settlement at Step 2 within thirty (30) working days of receipt of the grievance at this step, either party may refer the matter to arbitration as provided in Article 13.

12.7 Dismissal or Suspension Grievances

In the case of a grievance arising from an employee's dismissal or suspension, the Grievance may commence at Step 2, within fifteen (15) working days of the date on which the dismissal or suspension occurred or within fifteen (15) working days of the Employee receiving notice of the suspension or dismissal.

12.8 Disclosure of Information

The parties agree to provide each other during the grievance procedure with disclosure of all relevant evidence in their possession.

12.9 Time Limits

The time limits may only be extended by mutual agreement between the parties.

12.10 Replies in Writing

Replies to grievances shall be in writing at all stages.

ARTICLE 13 ARBITRATION

13.1 Composition of Board

The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairperson, to be chosen by the two (2) persons selected.

In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.

The grieving Party shall advise the name of its selected member when notifying the other Party of the submission; and the responding party shall have five (5) calendar days to advise of its selection. The two members shall have ten (10) calendar days to agree on the selection of the third member.

- 13.2 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

The decision of the Board of Arbitration with respect to an interpretation or an alleged violation of this Agreement, shall be final and binding upon the parties.

13.3 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

13.4 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

13.5 Expenses of Arbitration Board

Each Party shall bear the expenses of the Arbitrator appointed by such Party and shall pay one-half ($\frac{1}{2}$) of the expenses of the Chairperson.

13.6 Witnesses

At any stage of the grievance or arbitration procedures, the parties may call Employee(s) and/or other persons as witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of a grievance. Each party is responsible for payment of their respective witnesses.

ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE

14.1 Discharge and Discipline Procedure

The Employer shall not dismiss or discipline an employee bound by this agreement except for just cause. Prior to the imposition of discipline or discharge, an Employee shall be given the reason in the presence of their Steward or Union Representative. The Employee and the Union shall be notified in writing by the Employer with full disclosure of the reason for such discipline or discharge.

14.2 Progressive Discipline

The Employer recognizes the principle of progressive discipline. Disciplinary measures shall be proportional to the seriousness of the issue and may increase in severity with further incidents of misconduct.

14.3 Suspension without Pay or Discharge – Preliminary Meeting

Before suspending an Employee without pay or discharging an Employee, the Employer will convene a preliminary meeting with the Union Steward to provide a forum to review the matter. This meeting must be convened within five (5) days of the request of the Employer. The Employer retains the right to suspend an Employee with pay pending the outcome of the preliminary meeting or for the purposes of completing any necessary investigation.

14.4 Right to Have Steward Present

- a. An Employee shall have the right to have his/her Steward present at any discussion with the Employer, which the Employee believes might be the basis of disciplinary action.
- b. Where the Employer intends to interview an Employee for disciplinary purposes, the Employer shall notify the Employee in advance of the purpose of the interview in order that the Employee may contact his/her Steward to be present at the interview.
- c. A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative or designate and to have him/her present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

14.5 Access to Personnel Files

Employees shall have the right during regular hours and upon reasonable notice to the Chief Librarian to have access to and review their personnel file and shall have the right to obtain copies of any material contained in it. Any Employee may respond in writing to any report on their personnel file and such a response shall become part of the file.

14.6 Clearing the File

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

14.7 Right to Refuse to Cross Picket Lines

Employees have the right to refuse to cross picket lines. Failure to cross such a picket line shall not be considered grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

ARTICLE 15 HOURS OF WORK

15.1 Regular Work Week

The regular work week shall be thirty-five (35) hours in five (5) consecutive days. The two (2) days off shall be consecutive.

15.2 Regular Workday

The regular workday shall not exceed eight and a half (8.5) hours between 9:15 a.m. and 8:15 p.m. inclusive of an unpaid lunch period which shall not exceed thirty (30) minutes.

15.3 Rest Periods

- a. All Employees shall be permitted a paid fifteen (15) minute rest period in the first half of the workday and a second such rest period in the second half of the work day. Such rest period shall be taken at times that will cause the least possible interference with the Employee's work load.
- b. Employees working in excess of five (5) hours shall be entitled to a thirty (30) consecutive minute unpaid meal break.
- c. If due to operational requirements, an Employee must work through their scheduled meal period, or at the direction of the Employer remain on the premises and be available for work during their scheduled meal period, such Employee shall be paid one half hour at straight time, unless the hours actually worked, including the meal period (whether worked or not) on the given day total more than eight (8) hours, in which case Overtime rates shall apply as per Article 16.

15.4 Minimum Daily Pay

An employee who reports for work must be paid for at least two hours, even if the employee works less than two hours. If an employee who is scheduled for more than eight hours reports for work, he or she must be paid for at least four hours

15.5 Additional Hours/Assignment of Hours

Permanent employees working less than thirty-five (35) hours per week shall be given the first opportunity to work any hours that become available. These hours will be compensated at the regular hourly rate of pay.

ARTICLE 16 OVERTIME AND “IN LIEU” TIME

16.1 Overtime Defined

All time worked before or after the employee’s regular scheduled shift or all time worked by the employee after exceeding the standard work week of thirty-five (35) hours shall be considered overtime.

16.2 All overtime must be authorized in advance by the Chief Librarian and paid as follows:

a. **On a Regular Workday**

Time and one-half (1-1/2X) for each of the first three hours and double time (2X) thereafter.

b. **On Regularly Scheduled Days Off**

Time and one-half (1-1/2X) for all hours worked on the employee’s first scheduled day of rest and double time (2X) on the employee’s second day of rest.

c. **Meal Allowance**

An employee required to work more than eleven (11) hours in any one day shall be provided with a meal or an allowance in accordance with the travel policy or where feasible a meal of the same approximate value in lieu of the allowance.

d. Permanent Part-Time, Temporary and Casual employees shall receive overtime pay after working the daily or weekly hours as defined in Articles 15.1 and 15.2 and in accordance with Article 16.01.

16.3 Call-Out

An Employee who is required by the Employer to come back to work at any time outside their regularly scheduled working hours, shall be paid at two (2x) times their regular hourly rate with a minimum of two (2) hours.

16.4 Banked Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the Employer. Banked time shall not exceed thirty-five (35) hours at any one time.

ARTICLE 17 GENERAL HOLIDAYS

17.1 General Holidays

All permanent employees shall have the following general holidays off with pay at the employee's regular rate of pay. Temporary and Casual Employees shall be entitled to receive a day off with pay for all General Holidays provided the conditions of the Employment Standards Act are met.

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

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

17.2 Working on a General Holiday

Where an Employee is scheduled to work on a general holiday, they shall be compensated at the rate of time and one half (1 ½ X) their regular hourly rate of pay for all hours worked on such day, in addition to the pay received by him/her for the General Holiday, as set out in Art. 17.1

17.3 General Holidays on Day Off

An employee who is not scheduled to work on any of the General Holidays listed in Art.17.1, shall receive holiday pay equal to one (1) day of pay.

17.4 General Holiday During Vacation

If a General Holiday to which an Employee would be otherwise entitled to falls within their annual vacation, they shall receive one (1) additional day of vacation with pay in lieu of the General Holiday, which shall be taken at a mutually agreed time.

ARTICLE 18 VACATION ENTITLEMENT

18.1 Definition of Vacation Year

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

18.2 Vacation with Pay – Permanent Full Time Employees

- a. In each of the first to sixth calendar years of service, a permanent full-time employee shall earn vacation leave with pay at the rate of 3 weeks (15 days) for that full year of service. Anything less than a full year shall be pro-rated based on the regular hours the employee would have received as if he/she would have worked.
- b. In each of the 7th to 13th calendar years of service, a permanent full-time employee shall earn vacation leave with pay at the rate of 4 weeks (20 days) for that full year of service. Anything less than a full year shall be pro-rated based on the regular hours the employee would have received as if he/she would have worked.
- c. In each of the 14th to 19th calendar years of service, a permanent full-time employee shall earn vacation leave with pay at the rate of 5 weeks (25 days) for that full year of service. Anything less than a full year shall be pro-rated based on the regular hours the employee would have received as if he/she would have worked
- d. In each of the 20th and subsequent calendar years of service, a permanent full-time employee shall earn vacation leave with pay at the rate of 6 weeks (30 days) for that full year of service. Anything less than a full year shall be pro-rated based on the regular hours the employee would have received as if he/she would have worked.
- e. For each period consisting of 30 consecutive calendar days that a permanent employee is absent from work without pay, one-twelfth shall be deducted from the vacation with pay to which the regular employee would otherwise be entitled in that calendar year.
- f. A permanent employee shall take vacation leave with pay during the calendar year in which it is being earned, and any as yet unearned days of vacation leave with pay in that calendar year shall be an advance to the employee and repayable to the employer.
- g. A probationary employee shall not be allowed to take vacation with pay during the probationary period.

18.3 Vacation Pay Permanent Part-Time Employees

Permanent Part Time shall be paid vacation pay prorated to the employee's hours of work effective January 1 of each year. A subsequent calculation will be completed by September 15 of each year to reflect additional hours worked.

18.4 Vacation Pay Casual and Temporary Employees

A casual and a temporary employee shall be paid vacation pay equal to four (4%) of their gross earnings on each pay cheque.

18.5 Unbroken Vacation Period

Employees shall be entitled to receive their vacation in an unbroken period unless mutually agreed upon between the employee and the Employer.

Employees may request partial days' vacation. Requests are to be submitted to the Employee's Chief Librarian and approval shall be granted subject the operational requirements of the library.

18.6 Vacation Carry Over

At the end of each calendar year an employee shall be able to carryover fifteen (15) days of unused vacation time to the next calendar year. Any unused vacation shall be paid out by December 31 of each year.

18.7 Illness During Vacation

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

The unused portion of the vacation entitlement shall be taken at another time mutually agreeable to the Chief Librarian and the Employee.

18.8 Vacation Pay on Termination

Employees who have resigned or have been terminated shall be paid for their accrued vacation time.

ARTICLE 19 SICK LEAVE PROVISIONS

19.1 Sick Leave Defined

Sick leave means the period of time an employee is 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.

19.2 Amount of Sick Leave

Sick leave shall be granted to permanent full-time employees at the rate of 1.25 days for every month of service.

Sick leave shall be granted to permanent part-time employees at the rate of 1.25 days for every month of service prorated on a thirty-five-hour (35) work week.

In any one year where an employee has not had sick leave or only a portion thereof, he/she shall be entitled to an accrual of all the unused portion of sick leave for his/her future benefit up to a maximum of 150 days.

19.3 Medical Certificate

An Employee may be required, upon request by the Chief Librarian to provide a medical certificate for continuous absences of three (3) scheduled days or more.

19.4 Sick Leave During Absence

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

19.5 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Each regular employee shall be advised of the amount of sick leave accrued to their credit at the close of the calendar year.

19.6 Duty to Accommodate

Where an employee is unable, through injury or illness, to perform his/her normal duties, the Employer will attempt to provide the employee with other alternate suitable employment.

ARTICLE 20 LEAVE OF ABSENCE

20.1 Leave for Union Business.

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

20.2 Leave for Union Duties

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

20.3 General Leave

The employer may grant leave of absence without pay and without loss of seniority for up to six (6) months to a permanent employee requesting such leave for good and sufficient cause and subject to operational requirements. Such request to be in writing and approved by the Employer. This leave of absence without pay will not be granted more than once every five years.

20.4 Bereavement Leave

- a. A permanent employee shall be granted four (4) regularly scheduled consecutive workdays leave without loss of pay and benefits in the case of death within 600 km of Invermere and five (5) days beyond a radius of 600 km of Invermere of a parent, wife, husband, common-law spouse, brother, sister, child, stepchild, common law child, mother-in-law, common law mother-in-law, father-in-law, common law father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Where additional time is required for travel to attend the funeral, leave without pay for such time will not be unreasonably denied.
- b. A permanent employee shall be granted one (1) day with pay to be a Pallbearer and ½ day with pay to attend a funeral.
- c. If a permanent Employee is on vacation at the time of death of an immediate or other family member, the Employee shall be granted bereavement leave and shall be credited the applicable number of days to the Employee's vacation accrual.

20.5 Jury or Court Witness Leave

An employee called to serve as a juror or as a witness shall be allowed time off with pay without loss of seniority 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 scheduled working hours.

20.6 Maternity and Paternal Leave

Employees shall be entitled to pregnancy and parental leave as specified under the British Columbia "*Employment Standards Act*" as amended from time to time. The Employer agrees to provide any Employee, at their request, a copy of the current British Columbia "*Employment Standards Act*" provisions regarding pregnancy and parental leave.

20.7 Special Leave

Permanent employees may upon written request to the Chief Librarian be allowed leave of absence with pay for one (1) day per year in order to volunteer in the community.

20.8 Medical Care Leave

Employees shall be allowed up to three (3) days paid leave of absence per year in order to engage in personal preventive medical health and dental care, provided that such days shall be charged against the employee's sick leave. On request, employees may be required to show proof of medical or dental care.

20.9 Family Care Leave

In the case of illness of a dependent child, spouse, or parent of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, spouse or parent, the employee shall be entitled, after notifying the Chief Librarian, to use up to a maximum of five (5) days paid leave per calendar year, for this purpose. Such leave shall also include travel time to transport a child, spouse or parent to a hospital or to a medical facility for medical referrals

20.10 Domestic Violence Leave

- a. The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b. Workers experiencing domestic violence will be able to access up to three (3) days of paid leave (utilizing their sick leave), for attendance at medical appointments, legal proceedings, and any other necessary activities. This leave may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave may choose to utilize their vacation or be provided time off without pay.
- c. The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.1 Salary and Wage Rates – Pay Periods

Employees shall be paid every second Friday. If the regular pay day falls on a holiday, employees will be paid on the preceding working day. Employees shall receive their pay through Direct Deposit to their bank account. Employees are responsible for providing Payroll with current banking information and for keeping Payroll updated if any changes occur.

21.2 Work in a Higher Capacity

Employees who are temporarily required to perform the full range of duties of the higher paying position for five (5) consecutive days or longer and the performance of such temporary work is not covered by the Employee's job description, the Employee shall be paid the rate of the higher rated position.

Employees who are temporarily assigned to perform the duties and assume the responsibilities of a lower paying position shall continue to be paid at the Employee's regular rate.

21.3 Emergency Closure Pay

In the event that the library is closed due to an emergency (flood, snow, fire, etc.), employees shall be paid for all hours scheduled during the closure. This shall only apply for a maximum of seven (7) calendar days following the closure.

ARTICLE 22 JOB SECURITY

22.1 Contracting Out

Employees shall not lose their job or suffer a reduction in hours as a result of the contracting out of any work or services presently performed by Employees except in emergencies.

ARTICLE 23 JOB CLASSIFICATION

- 23.1 If a new classification is established by the Employer, the rate and Classification Specifications will be established by the Employer and the Union will be advised. If the Union objects to the new rate, in writing, within 30 days, the Parties will meet to negotiate the rate. If the Parties cannot agree on the rate, the rate will be determined by a one-person arbitration board established as provided in the final stage of the grievance procedure.

ARTICLE 24 BENEFITS

24.1 Eligibility

All permanent employees shall be enrolled in the Employee Benefits Package, consisting of the Municipal Pension Plan, Medical Services Plan, if applicable, and Group Benefits.

Permanent Part time employees working less than seventeen and a half (17.5) hours per week shall be paid four (4%) percent of their gross wage earnings in lieu of health benefits. Temporary and Casual employees shall not be entitled to health benefits.

24.2 Municipal Pension Plan

All eligible permanent employees shall contribute to the Municipal Pension Plan in accordance with the Municipal Pension Plan rules.

24.3 Group Life Insurance

Upon completion of three (3) months employment, all permanent employees shall join the group life insurance plan provided by the Employer and the Employer shall pay the actual cost of the premium of such group plan providing coverage of two times the annual earnings per employee up to the age of 65.

24.4 Medical Plans

For all eligible permanent employees:

- a. The premiums for the B.C. Medical Services Plan, if applicable, will be paid 100% by the Employer.
- b. The premiums for the Extended Health Benefit Plan will be 100% paid by the Employer.
- c. This Plan shall include eye glass coverage for each employee and family member to a maximum of \$350.00 every 2 years.

24.6 Dental Plan

All eligible permanent employees shall participate in a dental plan. The premium for the plan will be 100% paid by the Employer. Coverage will be:

- a. Plan A - 100% co-insurance
- b. Plan B - 80% co-insurance.
- c. Plan C - 50% co-insurance; for children only; to a lifetime maximum of \$4,000.00.

24.7 Long Term Disability Plan

- a. All eligible Permanent Employees shall participate in a Long-Term Disability Plan. The Employer shall implement a mutually agreeable Plan which shall provide coverage for 67% of an employee's annual salary to age 65 based on an employee's ability to perform all of the required functions of his/her "own occupation". The Employer agrees to make deductions from employee's pay cheque and remit the same amount to the Insurance Company for the premiums on the 100% employee paid Long Term Disability Plan.
- b. While on Long Term Disability, an employee shall accumulate seniority and shall be entitled to all rights and benefits under this collective agreement. All employee benefits shall be maintained by the Employer while an employee is disabled for a maximum duration of two (2) years from the date of disability.
- c. The Municipal Superannuation Plan contributions are waived while receiving benefits. The employee will, however, continue to have pensionable service and contributory service credited to their accounts.
- d. An employee who is no longer deemed disabled under the provisions of the disability income maintenance program shall be placed in his/her former or equivalent position with the Employer.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.1 The provisions of Section 54 of the Labour Relations Code of B.C. apply.

- a. If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies, the employer shall give written notice to the Union at least 60 days before the change is to be effected.
- b. After notice has been given, the employer and the Union shall consult, as soon as reasonably possible, through the Joint Consultation Committee to endeavor to develop an adjustment plan.
- c. In addition, where a change described in this clause affects a small number of employees, the Employer shall make every effort to reassign the employees affected if possible.

ARTICLE 26 HEALTH & SAFETY COMMITTEE

26.1 A Joint Health and Safety Committee shall be established consisting of one (1) representative of the Employer and one (1) representatives of the Union and such Committee shall meet regularly and shall discuss, recommend, and record all action necessary to improve hazardous conditions at the workplace.

Time spent by Committee members in the performance of their duties during working hours, shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.

26.2 Working Alone

No employee shall be required to work alone after six p.m. while the library is open to the public. Prior to six p.m. no employee shall be required to work alone for more than two (2) hours while the library is open to the public. These time periods may be adjusted by mutual agreement

ARTICLE 27 VOLUNTEERS

27.1 The Board and the Union expressly and mutually agree as follows:

The typical functions of volunteers are:

1. Helping the public
2. Shelving books
3. Reading shelves
4. Helping with displays
5. Helping with special projects
6. Helping with story and craft times
7. Tidying newspaper and magazines
8. Other functions as determined by Staff

27.2 The parties also recognize that volunteers can and may perform many useful functions in assisting the library to meet its objectives, and agree to the following:

1. Volunteers shall not be paid by the Employer.
2. The Employer agrees that no employee shall be replaced or displaced either temporarily or permanently with a volunteer worker(s)

ARTICLE 28 TERMS OF AGREEMENT

- 28.1 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the 1st day of January 2022 and thereafter up to and including the 31st of December 2026 and thereafter from year to year unless either party to this Agreement gives notice in accordance with the relevant provisions of the Statutes of British Columbia.
- 28.2 Wherever the singular is used in this Agreement it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 28.3 Rates of pay shall be in accordance with Schedule “A” as attached to and forming a part of this Agreement.

IN WITNESS WHEREOF both parties hereto have executed these presents this

_____ day of _____, 2022.

**SIGNED ON BEHALF OF THE
EMPLOYER**

SIGNED ON BEHALF OF THE UNION

Daneve McAffer, Chair

Jayne Muir, President

Stephanie Irons, Vice Chair

Virginia Walker, Secretary-Treasurer

Greg Anderson, Trustee

Keith Nielson, CUPE National Rep.

Anne Rogers, Library Director

APPENDIX A – WAGE RATES

The Board shall pay wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026
	2.3%	TBD	TBD	TBD	TBD
Librarian	\$29.96	TBD	TBD	TBD	TBD
Library Assistant 3	\$25.16	TBD	TBD	TBD	TBD
Library Assistant 2	\$22.77	TBD	TBD	TBD	TBD
Library Assistant 1	\$20.37	TBD	TBD	TBD	TBD

Year 1 Effective January 1, 2022, a general across the board salary Increase to all classifications of 2.3%

Year 2 Effective January 1, 2023, a general across the board salary Increase to all classifications, equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada, reference date October 2022, subject to the note below.

Year 3 Effective January 1, 2024, a general across the board salary increase to all classifications, equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada, reference date October 2023, subject to the note below

Year 4 Effective January 1, 2025, a general across the board salary increase to all classifications, equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada, reference date October 2024, subject to the note below.

Year 5 Effective January 1, 2026, a general across the board salary increase to all classifications, equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada, reference date October 2025, subject to the note below.

Note: The annual increases in years 2, 3, 4 and 5 are based on the 12-month average change in BC CPI (all items) as calculated by Stats Canada. The Parties agree that at no time will an annual increase be less than 2.0% or more than 3.0%.

LETTER OF UNDERSTANDING # 1

between
INVERMERE PUBLIC LIBRARY BOARD
and
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL, 5139

RE: GRANT EMPLOYEES

The Union and the Employer agree to the following conditions of employment for students hired through grant programs:

1. All participating Employees shall be covered by the terms of the Collective Agreement and will become members of CUPE Local 5139. Students hired shall be considered casual employees.
2. Those Employees hired shall be provided with an orientation interview to be conducted by a Union representative.
3. These Employees shall not be employed to augment the regular staff or to perform work that would normally be done by other Casual Employees.
4. These Employees shall be paid the maximum allowable under the grant but not less than the Minimum Wage as per *Employment Standards Act*.
5. Vacation pay and statutory holiday pay will be paid in accordance with the *Employment Standards Act*;

Dated this _____ day of _____, 2022.

**SIGNED ON BEHALF OF THE
EMPLOYER**

SIGNED ON BEHALF OF THE UNION

Daneve McAffer, Chair

Jayne Muir, President

Stephanie Irons, Vice Chair

Virginia Walker, Secretary-Treasurer

Greg Anderson, Trustee

Keith Nielson, CUPE National Rep

Anne Rogers, Library Director

LETTER OF UNDERSTANDING # 2

between
INVERMERE PUBLIC LIBRARY BOARD
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5139

RE: LIBRARY SERVICES ON SUNDAYS

In the event that the Employer elects to provide Library services on Sundays, the Employer shall give the Union at least six (6) weeks' notice.

Dated this _____ day of _____, 2022.

**SIGNED ON BEHALF OF THE
EMPLOYER**

SIGNED ON BEHALF OF THE UNION

Daneve McAffer, Chair

Jayne Muir, President

Stephanie Irons, Vice Chair

Virginia Walker, Secretary-Treasurer

Greg Anderson, Trustee

Keith Nielson, CUPE National Rep

Anne Rogers, Library Director

LETTER OF UNDERSTANDING # 3

between
INVERMERE PUBLIC LIBRARY BOARD
and
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL, 5139

RE: GRANDPARENTING OF PERMANENT FULL TIME STATUS OF EMPLOYEES

The Employer agrees that notwithstanding Article 2 of the Collective Agreement, Virginia Walker shall continue to be classified as a permanent full-time employee and shall be entitled to and will retain all the benefits of the Collective Agreement.

Vacation Entitlement

The arrangements described in this Letter of Understanding shall remain unchanged and shall continue in full force, effect and enforceable and shall only expire at such time that the mentioned employees leave the employ of the library, leave the bargaining unit, permanently reduce their work week at their request or retire. In case of any disagreement the difference shall be submitted to arbitration in accordance with the provisions of this Agreement.

Dated this _____ day of _____, 2022.

**SIGNED ON BEHALF OF THE
EMPLOYER**

SIGNED ON BEHALF OF THE UNION

Daneve McAffer, Chair

Jayne Muir, President

Stephanie Irons, Vice Chair

Virginia Walker, Secretary-Treasurer

Greg Anderson, Trustee

Keith Nielson, CUPE National Rep

Anne Rogers, Library Director

LETTER OF UNDERSTANDING # 4

between
INVERMERE PUBLIC LIBRARY BOARD
and
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL, 5139

RE: PAGE CLASSIFICATION

WHEREAS:

- A. Presently the lowest classification in the Collective Agreement is that of a Library Assistant 1; and;
- B. There are times when minor duties arise that do not require the qualifications or carry the level of responsibility required by any of the Library Assistant or Librarian positions and;
- C. There is interest in exploring a lower classification that has a narrow set of limited duties that may assist the library operations but not replace the present classifications in the Collective Agreement.

THEREFORE:

The parties agree to the following:

- 1. The Employer and the Union will create a job description for the classification of PAGE which may be utilized by the Employer for the term of the Letter of Understanding.
- 2. The hourly pay rate for the PAGE position will be as follows:

Effective January 1, 2022 - \$17.00

This rate of pay will be increased annually equivalent to the same annual increase the other classifications receive.
- 3. At no time will this classification receive less than \$1.50 per hour more than the British Columbia minimum wage.

This Letter of Understanding expires on December 25, 2026 unless renewed by mutual agreement.

Dated this _____ day of _____, 2022.

**SIGNED ON BEHALF OF THE
EMPLOYER**

SIGNED ON BEHALF OF THE UNION

Daneve McAffer, Chair

Jayne Muir, President

Stephanie Irons, Vice Chair

Virginia Walker, Secretary-Treasurer

Greg Anderson, Trustee

Keith Nielson, CUPE National Rep

Anne Rogers, Library Director