

COLLECTIVE AGREEMENT

between

TERRACE PUBLIC LIBRARY ASSOCIATION

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2012-03**

MARCH 1, 2022 TO FEBRUARY 28, 2027

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THIS COLLECTIVE AGREEMENT

BETWEEN:

TERRACE PUBLIC LIBRARY ASSOCIATION

(hereinafter called the "Employer")

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2012-03

(hereinafter called the "Union")

Party of the Second Part

PREAMBLE

We thank the Ts'msyen (Tsimshian) people for sharing their unceded ancestral Territories. We acknowledge that we have a responsibility to listen, learn and unlearn, and to activate the Truth and Reconciliation Calls to Action.

ARTICLE 1 OBJECT

1.01 Object of the Agreement

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

- (a) Recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and rates of pay;
- (b) Facilitate the prompt, fair and peaceful settlement of grievances.

ARTICLE 2 LABOUR MANAGEMENT RELATIONS COMMITTEE

2.01 Labour Management Relations Committee Composition

A Labour Management Relations Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

2.02 Labour Management Relations Committee Meeting Times

The Committee shall enjoy the full support of both parties and shall meet at the request of either party and no less than quarterly. Employees shall not suffer loss of pay for attendance at such meetings.

A Board member and a CUPE National Representative shall be invited to the meeting, with voice but no vote on the committee. Meetings shall be held regardless of attendance by either the Board member or the CUPE National Representative.

2.03 Purpose of the Labour Management Committee

Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the Employer and its employees; improving library service to the citizens of Terrace and area; and correcting matters of mutual concern. The Committee shall not amend or alter provisions of the Collective Agreement or deal with grievances filed pursuant to the Collective Agreement.

2.04 Minutes of Committee Meetings

Minutes of the Committee meetings shall be approved by both parties and copies shall be supplied to the Union and the Employer and held in confidence.

ARTICLE 3 UNION RECOGNITION

3.01 CUPE Local 2012 as Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 2012 as the sole collective bargaining agent for all its employees as certified by the Labour Relations Board of British Columbia.

3.02 Union Assistance in Dealing with the Employer

The Union reserves the right to have assistance from an official of the Canadian Union of Public Employees in its dealings with the Employer.

3.03 Employer's Right to a Professional Negotiator

The Employer reserves the right to have assistance from a professional negotiator in its dealings with the Union.

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction or in emergencies when regular employees are not available, and provided that

the act of performing the aforementioned operations does not reduce the hours of work or pay of any employee. Notwithstanding the above, management may perform bargaining unit duties on an intermittent basis.

3.05 Picket Lines

The employees covered by this Agreement shall have the right to refuse to cross a picket line. Failure to cross a picket line shall not be grounds for disciplinary action.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination by Employer or Union

There shall be no discrimination or coercion by the Employer or by the Union against any employee because of the employee's Union or non-Union affiliations with other Unions or against any employee because of his/her activity, or lack of activity in Union affairs, or because of age race, creed, colour, sex, sexual orientation, gender expression or gender identity, physical or mental disability, marital status, place of residence, political affiliation or activity, nationality or religion. Unless otherwise herein specifically provided, Union activities shall not be pursued during working hours.

ARTICLE 5 UNION SHOP

5.01 Deduction of Union Dues

All new employees upon being hired shall sign a Union membership card, to be provided by the Union, and authorization card for the deduction of Union dues. Union membership fees shall be deducted from the first pay cheque. Union dues shall then be deducted from each pay period.

5.02 Remittance of Union Dues

The Employer shall deduct membership fees and monthly dues from the employee. By the 15th day of each month the Employer shall submit to the Union the fees and dues collected and a statement showing the employees for whom the deductions were made.

5.03 Union Information for New Employees

The parties agree that at the time of hiring, all new employees shall be introduced to the current Union Officers and Stewards. The Union Officer or Steward and the new employee shall be provided with one-half (1/2) hour for Union orientation within regular working hours for both the Union Steward and the new employee, and without loss of pay for either employee. In addition, all new employees shall be provided information on Safety and Health and Welfare programs.

5.04 Shop Stewards and Union Officials

The Union shall advise the Employer in writing of the names of its Shop Stewards and Union officials within thirty (30) days of any changes in appointments.

5.05 T-4 Slips to Set Out Union Dues

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

ARTICLE 6 MANAGEMENT'S RIGHTS

6.01 Rights of Management

The Union recognizes the rights of the Employer to manage its affairs and operations without restricting the rights of the employees under the terms of this Agreement. It further recognizes the right of the Employer to direct its working force, including the right to hire, assess, suspend, discipline or discharge for just cause, to promote, to demote, layoff or transfer an employee, and the right to assign work.

ARTICLE 7 SENIORITY

7.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis. The Employer recognizes the date of hire at the Library as the seniority date for all employees.

7.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and June of each year.

7.03 Loss of Seniority

Seniority shall be lost in the event the employee:

- (a) Resigns and does not withdraw his/her resignation within five (5) calendar days;
- (b) Is discharged for just cause and is not reinstated;
- (c) Is absent without authorization for a period of three (3) days without sufficient cause and without notifying the Employer, unless such notice was not reasonably possible;
- (d) Fails to return to work within ten (10) calendar days after having been notified of recall, unless through illness or other sufficient reason. The employee shall be responsible to inform his/her Employer about his/her current address and phone number;

- (e) Is laid off for a period in excess of six (6) months where the person laid off has less than one (1) year of service;
- (f) Is laid off for a period in excess of twelve (12) months where the person laid off has one (1) or more years of service.

7.04 Layoff by Seniority

In the event of layoff, probationary employees shall be laid off first, and thereafter, employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of the employees laid off.

7.05 Layoff Notice

- (a) This Article shall apply to those employees who have completed their probationary period.
- (b) In the event that an employee is laid off, the Employer agrees to provide the employee with the following notice:
 - (i) Greater than six (6) months but less than two (2) years' service - two (2) weeks' notice;
 - (ii) Greater than two (2) years' service - an additional weeks notice for each year of service up to a maximum of eight (8) weeks' notice.
- (c) In the event that an employee on the recall list has been notified to return to employment which is less than two (2) months in duration, then subsequent notice of layoff is not required.
- (d) At the option of the Employer, pay in lieu of notice may be given, such pay to be equivalent to the earnings that the employee would have received had he/she worked his/her normal shifts during the notice period. The usual statutory deductions for Canada Pension Plan and Employment Insurance Premiums, and for Income Tax shall apply.

7.06 Recall by Seniority

Laid off employees shall be entitled to recall in order of seniority, provided they are qualified to do the work available and their recall rights have not expired. Notification of recall may either be in the form of a person to person phone call or in writing by registered mail to his/her last known address. Where there is no reply within ten (10) calendar days of mailing the recall notice then that employee's seniority entitlement and right of recall shall be cancelled. In instances where an employee receives recall notice and where he/she is unable to return to work for reasons satisfactory to the Employer then he/she shall not have his/her seniority rights cancelled provided he/she responds to the next recall notice.

7.07 Seniority Retention

Seniority acquired prior to layoff shall be retained when the employee accepts a recall as per Article 7.06.

7.08 Secondary Seniority – Casual Employees

Casual employees shall only accumulate secondary seniority after successfully completing the probationary period specified in Article 8 and completing two hundred and ten (210) hours of work. The employee shall use secondary seniority credits when applying for a permanent regular position.

- (a) The Employer shall consider applicants in the following order:
 - (i) Regular employees;
 - (ii) Casual secondary seniority; and
 - (iii) Outside applicants and casuals without secondary seniority.
- (b) A casual employee may declare themselves unavailable for up to eight (8) weeks per calendar year (or a longer period with approval in advance) for the purposes of a vacation by contacting the Employer and providing at least one (1) week advance notice. Such notice shall be in writing and shall specify the dates when the employee is not available.
- (c) Secondary seniority will be lost if:
 - (i) A casual employee refuses five (5) calls in the calendar year. In keeping with the foregoing provisions of this Article.
 - (ii) The employment relationship is terminated for any reason.
 - (iii) The employee has not worked for twelve (12) consecutive months.

ARTICLE 8 PROBATION

8.01 Probationary Period

All new employees shall be considered to be on probation until the satisfactory completion of six (6) calendar months of work.

By mutual agreement between the Union and Employer, the probation period may be extended up to one (1) month where warranted by performance issues.

8.02 Start of Seniority

Upon completion of the probationary period, seniority and vacation shall date back to the original date of employment.

ARTICLE 9 HOURS OF WORK

9.01 Regular Work Week

The regular work week shall consist of up to thirty-five (35) hours, Monday to Sunday.

9.02 Regular Workday

The regular workday shall be up to seven (7) hours. An employee who works more than five (5) consecutive hours in one (1) day shall be entitled to a one (1) hour unpaid meal break.

9.03

Work Schedule

- (a) A preliminary work schedule shall be prepared monthly by management and circulated by the 15th of the month prior to the month in which the schedule will apply. Management shall determine the days and times to be worked. The employees shall, in consultation with management, attempt to reach a consensus on assignment of employees to the schedule, within seven (7) days after the schedule has been circulated.

Where a consensus is reached, amongst the employees, the schedule shall be approved by management. Where a consensus is not reached, management shall make the decision and with due regard to seniority. The final schedule shall be posted no later than the twenty-fifth (25th) of the month.

Employees may by agreement with management, have less than two (2) consecutive days off per week. Nothing in this Article shall be construed as preventing the Employer from establishing part time positions.

- (b) Should the schedule require changes due to the illness or approved absence of an employee, management shall offer the available hours, in seniority order, to the employees. In order to distribute these hours in an equitable fashion, an employee offered any extra hours for the reasons mentioned herein shall have his/her name moved to the bottom of the list for the purposes of the next call and the next most senior employee shall be called first. Employees shall not be offered extra hours if those hours would result in overtime pay, but they would be offered to the next most senior employee. An employee skipped over for this reason shall retain his/her position on the list and be called first for the next available hours.
- (c) Employees may indicate the additional hours/shifts they are willing or not willing to be called in for, i.e. "not evenings," "all hours," "emergencies only," etc., and management will make reasonable efforts to accommodate the employees' wish in that regard. In the event there is not a sufficient number of employees available who have indicated their preference to fill the additional shifts management may schedule the least senior qualified employee for such shifts. This Article 9.03 (c) shall only apply in the case of shifts which become available under the circumstances referred to in Article 9.03 (b).
- (d) The Employer shall have the right to change an employee's shift provided that the employee is given at least forty-eight (48) hours notice of such change, and provided that there is a minimum break of twelve (12) hours between the end of one shift and the start of the next.
- Failure to provide the required notice or break shall result in overtime pay for the subsequent shift at the rate of time and one-half.
- (e) There shall be not less than two (2) employees scheduled for each shift, one of which may be a management employee, as stipulated in Article 3.04.

- (f) Employees who work closing shifts shall receive a premium for a maximum of four hours at one dollar (\$1.00) per hour. Pages are exempt.
- (g) Employees may request to adjust their work hours to accommodate personal obligations. Such requests will be approved based on the operational needs of the department and will not bear any additional costs to the Library.

9.04 Temporary Replacement on Schedule

An employee unable to report for his/her scheduled shift shall advise management as soon as possible. Management shall arrange for shift coverage.

9.05 Employees Working More Than Regular Hours

New or additional hours beyond a person's regularly scheduled hours shall be offered by seniority other than as set out in Article 9.03 (b) and (c).

9.06 Minimum Pay Per Shift

- (a) All employees except Pages and Casuals reporting to work in fit condition for a scheduled shift shall be paid for their entire shift with a minimum of four (4) hours pay at their basic rate. Pages and Casuals shall be paid a minimum of two (2) hours pay at their basic rate. Nothing in this Article prevents an employee, of their own volition and with the consent of management, from working flexible hours, but the employee shall be paid for actual hours worked only. In the event that the shift is cut short by an emergency, employees agree to report to work immediately following the conclusion of the emergency.
- (b) Regular Part-time employees may be called in for a minimum of two (2) hours pay at their basic rate for mandatory staff meetings and/or training sessions. Every attempt will be made for staff meetings and/or training to be scheduled and posted with the regular monthly schedule, and in all cases will have a minimum of two (2) weeks' notice to employees.

9.07 Entitlement to Rest Periods

All employees shall be permitted a paid rest period as follows:

- One (1) fifteen (15) minute break in each shift up to three and a half (3½) hours;
- Two (2) fifteen (15) minute breaks in each shift more than three and a half (3½) hours and up to seven (7) hours.

It is understood that service to the public shall be maintained.

ARTICLE 10 OVERTIME

10.01 Authorization of Overtime

All overtime work must be authorized in advance by management.

10.02 Overtime Rates of Pay

Overtime hours worked beyond seven (7) hours in any one day or thirty-five (35) hours in any one week shall be paid at one and one-half (1 1/2) times the employee's basic hourly rate for the first (1st) four (4) hours and at double time thereafter.

10.03 Time Off in Lieu of Overtime Pay

An employee may elect to defer payment for overtime and instead of payment may choose to take the equivalent time off at a later date as mutually agreed between the employee and management. Whenever possible at least one (1) week's notice of requested time off shall be given by the employee.

ARTICLE 11 EMERGENCY CALL-OUT

11.01 Definition of Emergency Call-Out

Call-out is when an employee is notified that his/her services are required for an emergency, and with less than one hour of notice prior to the start of work. Call-out does not include shift changes or a request by management to temporarily fill in or substitute for another employee.

11.02 Rate of Pay for Emergency Call-Out

Emergency call-out time shall be paid at overtime rates of pay, with a minimum of two (2) hours at one and one-half (1½) times the basic hourly rates.

11.03 Determination of Emergency Call-Out

The necessity for emergency call-out and emergency work shall be judged by management.

ARTICLE 12 ANNUAL VACATION

12.01 Vacation Pay and Entitlement

Annual vacation pay, and entitlement shall be accumulated at the following rate:

- 1st to end of 5th vacation year - 6%
- 6th to end of 13th vacation year - 8%
- 14th to end of 19th vacation year - 10%
- 20th and thereafter - 12%

12.02 Vacation Requests

(a) Annual vacations shall be requested in writing by all employees by **February 28th** of each year, for vacations to be taken between the following **March 1st** and **February 28th** of the next year. The vacation request is subject to approval by management **and once approved, employees will be notified in writing that they have approved vacation requests. Approved vacation shall be posted at the end of the request period and updated monthly throughout the year.**

- (b) In cases where conflict of requested vacation cannot be resolved between the employees and management, seniority shall be the deciding factor for vacations requested prior to **February 28th**. Vacations requested after **February 28th** in a year shall be decided in the order in which the request was made.
- (c) At the time of approving vacation schedules, management shall attempt to arrange time off to conform with the preference of the employee. In most cases this will be limited to two (2) regular employees approved for vacation for the same time period, however, exceptions may be granted to allow a third (3rd) regular employee vacation if management deems that is warranted and that there will be sufficient staff coverage (without burden to scheduled staff) in event of unforeseen staff illness and emergencies.
- (d)
 - (i) The vacation entitlement of all employees will be calculated on a calendar year basis.
 - (ii) For an employee in his/her first partial calendar year of employment, his/her vacation entitlement will be calculated from his/her date of commencement to December 31st of that year, at the rate of six percent (6%) of his/her earnings during that period.
 - (iii) The vacation earned by an employee in his/her first partial calendar year of employment will be taken in that year, unless otherwise approved by management.
- (e) All accrued vacation time shall be taken during the calendar year in which it is earned. Employees shall be allowed to carry over one (1) week of vacation per year to the next calendar year.

12.03 Payment in Lieu of Vacation Time

- (a) Except on termination, employees shall not be entitled to payment of **all of their** vacation pay in lieu of taking their accrued vacation. **Employees will be able to get paid out, up to the equivalent of five (5) days of vacation time per year if they choose to do so.**
- (b) Pages and Casual employees shall be paid their vacation pay in each pay period.

12.04 Repayment of Vacation Time

In the event that an employee resigns or is terminated, and more vacation time has been paid than accrued, the amount owing will be deducted from the employee's final paycheck.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 Statutory Holidays and Payment

The Employer shall observe the following days as Statutory Holidays with pay:

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

and any other day proclaimed by the Federal or Provincial Government.

Statutory holiday pay for an employee with a regular schedule, who has worked fifteen (15) or more of the thirty (30) calendar days prior to the statutory holiday, is entitled to a regular day's pay for the statutory holiday.

An employee who has worked irregular hours on fifteen (15) or more of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the statutory holiday. To calculate an average day's pay, divide the total wages earned during the thirty (30) day period (excluding overtime) by the number of days worked.

An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).

13.02 Library Closure on Statutory Holidays

The Library shall be closed on all Statutory Holidays and no bargaining unit employee shall be required to work on such a day. It is recognized that from time to time a management employee may be required to empty the book return bin or check on the Library on Statutory Holidays.

13.03 Casual Days

All regular employees shall be entitled to take two (2) days off per year without pay. Scheduling of these days off will be by mutual agreement between the employee and management.

ARTICLE 14 CONTRACTING OUT

14.01 Limitation on Contracting Out

No employee shall be laid off or have regular income reduced as a consequence of contracting out of work or services normally performed by members of the bargaining unit.

14.02 **Volunteers**

No member of the bargaining unit will be laid off or have regular income reduced as a result of the use of volunteers, and volunteers will not be used to displace hours held by members of the bargaining unit.

ARTICLE 15 **JOB DESCRIPTIONS**

15.01 **Provision of Job Descriptions**

The Employer agrees to provide current job descriptions for all bargaining unit positions.

15.02 **Creation or Change of Job Classifications**

Any classification created or changed during the life of this agreement shall be subject to the grievance procedure and rates and conditions shall be effective as of the date of the employee's commencement in the classification. The Employer shall notify the Union five (5) working days prior to the posting of a new or changed classification.

15.03 **Rate of Pay for New Jobs**

The Employer has the right to set pay rates on new or significantly changed jobs, and such decisions shall be subject to Union appeal under the grievance procedure.

15.04 **Library Technician In-Charge Pay Premium**

The Library Technician will be upgraded to the Library Technician In-Charge and shall be paid an additional three dollars (\$3.00) per hour according to the terms stated below:

When both the Library Director and the Youth Services Librarian are not available by phone, or are sick or on vacation and cannot be reached, the most senior Library Technician In-Charge rate shall be applied and will commence on the first (1st) day of their absence (excluding weekends).

15.05 **Qualifications**

The parties understand and acknowledge that programs other than Library Technician and Community Librarian may be equivalent to these programs. They further acknowledge that the titles of the Library Technician and Community Librarian courses and certifications may change.

It is agreed that programs equivalent to Library Technician and Community Librarian will be accepted and entitle the employee holding such designations to receive the one dollar twenty-five cents (\$1.25) per hour wage adjustment.

ARTICLE 16 JOB CLASSIFICATION

16.01 Job Vacancy

When a vacancy occurs in a position other than a casual or temporary position of less than two (2) months duration, or a new position is established, the job shall be posted on the bulletin board in the Library for one (1) week prior to hiring. The senior qualified applicant shall be awarded the position and shall be paid the applicable rate for the position.

16.02 Trial Period for New Job

The successful applicant shall have a trial period of thirty (30) days. Conditional on satisfactory service, the employee shall be declared permanent after the trial period.

In the event the successful applicant proves unsatisfactory in the position during the trial period or finds that he/she is unable to perform the duties of the job classification, he/she shall be returned to his/her former position and former rate of pay without loss of seniority, wage, or salary. Any other employees promoted or transferred because of the re-arrangement of positions shall also return to their former positions and former rates of pay without loss of seniority, wage, or salary.

16.03 Transfer of Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall have the right to return to his/her former position and rate of pay within three (3) months of his/her being transferred, or such longer period as the Employer and the Union mutually agree, without loss of seniority. During the period when the employee is outside the bargaining unit he/she shall not accrue seniority.

An employee transferred outside the bargaining unit who does not return to the bargaining unit within three (3) months or such longer period as the Employer and the Union mutually agree, shall retain his/her seniority up to the date of transfer and shall not accumulate further seniority.

16.04 Temporary Assignment

(a) Higher Paid Position:

When an employee is temporarily assigned to a higher classified position in writing, by management, and performs the core functions of the job, the employee shall be paid the rate for the higher classified position, for all hours worked. An employee being trained will not be paid the higher rate of pay. The higher rate of pay shall not be required for the normal crossover of duties between different classifications in the Library.

(b) Lower Paid Position:

An employee assigned temporarily to a lower paying position (not bumping) shall not have his/her rate reduced.

ARTICLE 17 JURY DUTY AND SUBPOENAED WITNESS

17.01 Jury Duty and Court Appearance

The Employer shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on his/her own behalf. Where the employee's scheduled hours of work and this leave conflict, the Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she received for jury duty or court witness, excluding payment for travelling expenses, hotel accommodation and meals. Employees shall notify management upon receipt of the subpoena, jury duty notice, or other notice.

ARTICLE 18 PAYMENT OF WAGES, SALARIES AND BENEFITS

18.01 Pay Days

- (a) All employees covered by this agreement shall be paid every alternate Friday. Pay will be available before 12:00 pm on pay days. All employees shall be paid by direct deposit.
- (b) Payment will be made on each pay day for all wages earned up to and including the immediately previous Sunday.

18.02 Health and Welfare Benefits

Upon completion of the probationary period an employee shall be, subject to the following conditions, eligible to participate in the Plans, and shall be enrolled either on the date he/she becomes eligible or no later than the first (1st) day of the next month, as determined by the carrier of each Plan.

18.03 Premium Sharing

- | | |
|------------------------------------|---------------------------|
| (1) Medical Services Plan | 100% Employer |
| (2) Extended Health Plan | 100% Employer |
| (3) Medical Transportation | 100% Employer |
| (4) Dental Plan | 100% Employer |
| (5) Group Life Insurance Plan | 50% Employer/50% Employee |
| (6) Long Term Disability Insurance | 100% Employee |

The Group Benefits Plan at the time of ratification of this agreement shall be attached as Appendix "A" to the agreement.

Through the City's Plan Administrator or Carrier [includes six hundred dollars (\$600.00) vision care benefit every twenty-four (24) months per family member, one hundred dollars (\$100.00) towards eye exam every twenty-four (24) months per family member, Hearing Aid to two thousand dollars (\$2,000.00)].

To include an Extended Health Net Drug Plan:

Paramedical services: eighty percent (80%) reimbursement per visit for first twelve (12) visits to a Chiropractor, Physiotherapist, Massage Therapy (service may include Massage, Rolfing, Reflexology), Naturopath, or Podiatrist an overall maximum of six hundred and fifty dollars (\$650.00)/calendar year per paramedical service. Osteopath, Acupuncturists, Speech Therapist and Psychologist are limited to an overall maximum of six hundred and fifty dollars (\$650.00)/calendar year. Medical Accommodation for hotel rooms, one hundred and seventy-five dollars (\$175.00). The cost of mileage incurred by a private automobile for the sole purpose of transporting to and from the nearest locale equipped to provide the required treatment. The mileage payable will be fifty-six cents (\$0.56) per kilometre with distance calculated by the BC Ministry of Transportation Distance Calculator. Mileage will not be reimbursable for medical travel within 200 kilometres.

Orthodontics benefits to fifty percent (50%) reimbursement level to five thousand dollars (\$5,000.00) lifetime maximum per employee and each covered dependants.

18.04 Municipal Superannuation Plan

All eligible employees shall participate in the Municipal Superannuation Plan. Employees hired under grant programs shall not be eligible.

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 Steward

The Steward shall not leave his/her work during working hours, except to perform his/her duties under this Agreement. No Steward shall leave his/her work without obtaining the permission of management.

19.02 No Stoppage of Work

In the event of any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including any differences arising from the suspension or dismissal of an employee and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work. This does not include a refusal of unsafe work per WorkSafe BC Regulations.

19.03 Grievance Procedure Steps

Step 1

The employee or employees shall, with the Union representatives or the Shop Steward in attendance, request a meeting to seek settlement of the matter with management within fourteen (14) calendar days of the alleged grievance.

Step 2

If a satisfactory settlement is not reached with management within fourteen (14) calendar days, then the dispute shall be submitted in writing to the Chairperson of the Library Board or his/her delegate if he/she is unavailable, who shall meet with the employee or employees and the Shop Steward with a view to resolving the dispute.

Step 3

If a satisfactory settlement is not reached under Step 2 within fourteen (14) calendar days after the matter has been submitted to the Chairperson of the Library Board, the Union may, within a further fourteen (14) calendar days submit the matter to the Personnel Committee of the Board to attempt to resolve the grievance.

Step 4

If a satisfactory settlement is not reached under Step 3 within fourteen (14) calendar days after the matter is submitted to the Personnel Committee, the Union may, within a further thirty (30) calendar days, refer the matter to Arbitration.

19.04 Arbitration

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, and the parties have been unable to resolve the difference by following the steps in Article 19.03 then either party may request mediation prior to the matter being arbitrated, however mediation and the arbitrator selected must be agreed to by both parties.

The parties agree that the decision of the Arbitrator will be final and binding.

19.05 Employer Response to Grievances

The Employer shall reply to all written grievances, stating reasons. However, if the grievance is verbal, the reply can also be verbal.

19.06 Attendance of Employee During Grievance Procedure

The Union may process a grievance through the various stages of the Grievance Procedure with or without the employee in attendance.

19.07 Relief from Irregularities

No grievance shall be deemed invalid by reason of any defect in form, or any technical irregularity, or any error in procedure that results in denial of natural justice, and the Mediator or Arbitrator shall have power to relieve against such defects, irregularities, or errors of procedure on such terms as may be just and reasonable.

19.08 Employer's Right to Submit Grievance

- (a) The Employer, through management, may submit a grievance in writing to the Union and seek settlement of the dispute.
- (b) If a satisfactory settlement is not reached within seven (7) days after the grievance is submitted for settlement, the Employer may refer the grievance to a Mediator under the Labour Relations Code.

19.09 Progressive Discipline

The Employer is committed to progressive discipline with its employees.

At any meeting between an employee and management that may give rise to disciplinary action or is otherwise connected to disciplinary matters pertaining to the employee, the employee has the right to be accompanied by a Shop Steward or other representative of the Union. The employee shall be informed of this right prior to the meeting and be given reasonable time to contact a steward prior to the meeting.

Employees shall be notified in writing of the reasons for the action at the time the discipline is being imposed and the reasons shall set out the substance of every allegation against the employee.

The Union shall be copied on all correspondence related to the discipline.

19.10 Adverse Reports

All written particulars, including letters of direction and any disciplinary letters shall be removed from the employee's file when twelve (12) months have elapsed since the date of the letter, and there has been no recurrence of the infraction. Once such letters have been removed they shall not be used in any future proceedings.

19.11 Access to Personnel File

Employees shall have the right to have access to and review their personnel file during normal working hours upon two (2) days written notice.

ARTICLE 20 LEAVE

Employees shall be entitled to the following leaves on the terms set out in this Article.

- (a) 20.01 General leave of absence;
- (b) 20.02 Service with the Armed Forces during a national emergency;
- (c) 20.03 Sick leave;
- (d) 20.04 Family illness leave;
- (e) 20.05 Bereavement leave;
- (f) 20.06 Maternity leave;
- (g) 20.07 Parental leave;
- (h) 20.08 Education leave;
- (i) 20.09 Public duty;
- (j) 20.10 Medical appointments; and
- (k) 20.11 Continuation of benefits.

20.01 General Leave of Absence

- (a) An employee may request a general leave of absence without pay and without benefits not exceeding six (6) months, provided such leave is for good and sufficient reason and having in mind the Employer's requirement to provide an efficient service. Such leave may be granted by management.
- (b) The first request for general leave of absence may be made not earlier than the fifth anniversary of the employment commencement date. Subsequent requests may be made once every five years, but the entitlement is not cumulative.

20.02 Canadian Armed Forces Leave

An employee may request a leave of absence without pay and without benefits for the purpose of serving with the Canadian Armed Forces during a national emergency. Such leave may be granted by management.

20.03 Sick Leave

An employee is not entitled to receive benefits under this section for injury or sickness while working for any other Employer, while self-employed, or while on layoff. The terms and provisions of sick leave benefits shall be as follows:

- (1) The employee must suffer an injury or illness not compensable under the Workers Compensation Act or an injury, not related to a motor vehicle accident for which ICBC wage loss benefits apply, subject to subsection (15).
- (2) The employee shall have achieved seniority.
- (3) Benefits shall commence on the first (1st) working day of absence due to accident or hospitalization (admission or referral to hospital facilities) or out-of-town medical referrals, and on the third (3rd) day due to sickness. All benefits shall be paid in accordance with this Agreement.

- (4) Benefits shall be one hundred percent (100%) of the employee's regular pay for a period of thirteen (13) weeks and shall be seventy-five percent (75%) of his/her regular pay for an additional thirteen (13) weeks. At the completion of the twenty-sixth (26th) week, all sick leave benefits shall cease.
- (5) In addition to Article 20.03 (3) an eligible employee is entitled to a benefit of five (5) days' paid leave per year at one hundred percent (100%) his/her regular pay for absence due to sickness plus an additional five (5) days' paid leave per year at seventy-five percent (75%) of their regular pay for absence due to sickness. These days are not cumulative.
- (6) When sickness occurs, the employee shall notify management as soon as possible.
- (7) Benefits shall be payable at the regular pay periods as provided in this Agreement.
- (8) Where management has concern regarding an employee's use of sick days, the management may require a medical certificate for any future sickness or injury by using the following procedure:
 - (a) The management shall meet with the employee and a Union executive representative to discuss the management's concerns.
 - (b) The employee shall have the opportunity to respond to the management's concerns.
 - (c) If the management and the Union are still concerned about the use of sick days, the management may require a medical certificate for each illness or injury commencing from the first day of absence.
 - (d) The costs of supplying such a certificate shall be borne by the Employer when M.S.P. does not cover the costs.
 - (e) This requirement may be in force for up to twelve (12) consecutive calendar months.
 - (f) Where a doctor certifies that, prior to complete recovery, an employee is capable of returning to work to perform any light duties, management may require the employee to return to work, provided such work is available.
- (9) The Employer has a right to a reasonable medical disclosure should it have a reasonable basis for seeking such. Medical disclosure will not simply be a matter of course. Should the Employer request disclosure they shall be guided by the limits according to the College of Physicians and Surgeons Policy. The accepted disclosure will be limited to:
 - (a) Has the employee been under the physician's care throughout the period of absence from work?
 - (b) Was the employee unfit to perform his/her regular job throughout the period of absence?

- (c) Was the employee unfit to perform other suitable available employment during his/her absence?
 - (d) When will the employee be fit to return to his/her regular or other suitable employment?
 - (e) Are there restrictions on the duties the employee can perform?
 - (f) Will the employee's condition be likely to cause further absenteeism in the future?
 - (g) Did the employee's illness or injury arise out of his/her employment (for WCB purposes)?
- (10) Benefits are not payable where the disability is caused by pregnancy, during the period commencing with the tenth (10th) week prior to the expected week of birth and ending with the sixth (6th) week after the week of the birth of the child.
- (11) **Recurring Disability**
- Should an employee who has received benefits due to a disability become disabled again, a new period of benefit shall only be established in the following circumstances:
- (a) If the new disability is totally unrelated to the previous disability and the employee has returned to work for at least one (1) day between disabilities.
 - (b) If the new disability is related to, or is a continuation of, the previous disability and the employee has returned to work for a period of at least two (2) weeks. In this circumstance, benefits shall commence on the first day of absence.
- (12) After an employee has been paid the maximum of twenty-six (26) weeks' pay provided for in Article 20.03(4), the employee shall, if eligible, be placed on the LTD plan, without pay.
- (13) An eligible employee, while waiting for settlement of a disputed W.C.B. or ICBC claim, shall be entitled to draw upon the sick leave benefits. Compensation for wage loss subsequently received from WorkSafe BC or ICBC shall be assigned to the Employer.
- (14) Where an employee is involved in an accident or is otherwise injured not in the course of his/her employment at the Library, and as a result is paid sick leave during his/her absence from work, and sick leave or wage compensation recovered from an insurer or through settlement of his/her claim or a court award, shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used by the employee.

20.04

Family Illness

When no one in the family other than the employee can provide for the needs of an immediate member of the family during an illness, that employee may request a leave of absence to a maximum of two (2) days per illness and six (6) days per calendar year. Immediate family is defined as a child or spouse, or any other member of the employee's immediate household for which the employee is providing care. Such leave shall not be unreasonably withheld.

At a time mutually agreeable between management and the employee, the employee shall have the opportunity to make up the lost time at his/her regular rate of pay.

The employee is eligible to use their sick leave days as defined in Article 20.03 to offset their loss of wages due to caring for the child as per Article 20.04.

20.05

Bereavement Leave

An employee shall be granted five (5) days leave of absence without loss of wages or benefits upon the death of a member of the employee's immediate family, which shall include spouse, parent, brother, sister, child, grandparent, grandchild, step parent, sons-in law, daughters-in law, brothers-in law, sisters-in law, mother-in law, father-in law, step brother, step sister or step child. Additional leave with pay of up to five (5) days, as required, shall be granted when travel is required, subject to confirmation. Travel days shall apply to distances beyond one hundred (100) kms.

An employee shall be granted three (3) days unpaid leave of absence without loss of benefits or seniority upon the death of an Aunt, Uncle, or cousin with which the employee has had a familial relationship.

An employee shall be granted leave of absence of one (1) day without loss of wages and benefits to attend a funeral or memorial service as a pallbearer. An employee shall be granted leave of absence for up to half (1/2) day without loss of wages or benefits to attend a funeral or memorial service as a mourner during working hours.

20.06

Pregnancy Leave

An employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:

(a) beginning:

- (i) no earlier than thirteen (13) weeks before the expected birth date, and
- (ii) no later than the actual birth date, and

(b) ending:

- (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
- (ii) no later than seventeen (17) weeks after the actual birth date.

- 1) An employee who requests leave under this section after the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy.
- 2) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- 3) A request for leave must:
 - (a) Be given in writing to the Employer,
 - (b) If the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin a leave, and
 - (c) If required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting the additional leave under subsection (3).
 - (i) The employee shall notify the City at least two (2) weeks prior to returning to the job.

A request for a shorter period under subsection (b) (i) must:

- (a) Be given in writing to the Employer at least two (2) weeks before the date the employee proposes to return to work, and
- (b) If required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

20.07

Parental Leave

- 1) An employee who requests parental leave under this section is entitled to:
 - (a) For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken unless the Employer and employee agree otherwise.
 - (b) For a parent who does not take leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event;
 - (c) For a non-birthing parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and

- (d) For an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3) A request for leave must:
 - (a) Be given in writing to the Employer,
 - (b) If the request is for leave under subsection (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) If required by the employee, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- 4) An employee's combined entitlement to leave under and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under this section.

20.08

Education Leave, Conferences, and Professional Development

- (a) Where management has approved an employee's enrolment in any of the courses in the Community Librarian or Library Technician program, subject to operational requirements, then such employee shall be granted leave to a maximum of one (1) week with regular pay to attend such courses, if the courses have such a requirement.
- (b) In order to promote training, the Employer will, if enrolment in the program has been approved by management, pay the cost of each course of the Community Librarian or Library Technician program.

Each course will be paid for after successful completion. Upon request, the library will provide an advance of up to one hundred percent (100%) of the cost of the course. Employees shall be reimbursed to a maximum of one (1) program per year.

- (c) If an employee who has had the cost of a course reimbursed under this Article leaves the employment of the Library voluntarily, within twelve (12) months of having been reimbursed, he/she will repay the Employer the amount received on a pro-rated basis and the Employer may deduct the amount owing from any final paycheque.
- (d) While education assistance is expected to enhance the employee's skills and the Library, there is no guarantee of automatic advancement, job assignment or wage increase other than by the methods agreed in the appropriate articles of the Collective Agreement.

- (e) An employee shall be paid a maximum of seven (7) hours per day for attendance at conferences or professional development. If employees are required to travel outside of a scheduled shift they shall receive time off at a later date equal to the amount of travel time required for travel to and from the conference or professional development. Such time off shall be scheduled by mutual agreement between the Employer and employee. Casual employees shall receive pay at their regular rate for time required to travel to and from the conference or professional development.

Employees may elect to receive pay at their regular rate for time spent travelling to and from conferences or professional development outside of their regular scheduled shift.

- (f) Attendance at conferences and/or professional development shall not result in the payment of overtime to any employee(s) attending such functions.

20.09 Leave for Public Duties

The Employer recognizes the right of employees to participate in public affairs. Subject to approval by management, an employee may be granted leave of absence without pay and without benefits to allow that employee to stand as a candidate in Federal, Provincial, Municipal, School Board or Regional District elections.

- (a) An employee who is elected to Federal or Provincial office may, upon request, be granted leave of absence without pay and without benefits, and without seniority accumulation during the term of office.
- (b) An employee who is elected to Municipal, School Board or Regional District office may be granted leaves of absence without pay and without benefits during the term of office.

Such leaves shall not be unreasonably withheld.

20.10 Medical Care Leave

An employee, upon receiving approval from management, shall be entitled to leave of absence for medical, dental, and physiotherapy appointments for the employee and his/her spouse and children where such appointments cannot be reasonably scheduled outside of regular working hours. At a time mutually agreeable to between management and the employee, the employee shall have the opportunity to make up lost time at his/her regular rate of pay. Such leave shall not be unreasonably withheld.

20.11 Continuation of Benefits

In any cases under Articles; 20.01, 20.02, 20.03, 20.06, 20.07, and 20.09, where an employee is entitled to leave without pay and without benefits, the employee may arrange with the Employer to keep his/her benefits during the leave, by paying to the Employer the required premiums to keep such benefits in effect. Such payments shall be made to the Employer not less than monthly;

and should the employee fail to make any payment within five (5) days of it being due, the benefits shall thereafter cease for the duration of the leave; and any amount due to the Employer may be deducted from the employee's next paycheque.

20.12 Domestic and Sexual Violence

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be attributed to the abusive or violent situation.

An employee shall be granted a leave of absence with pay and without loss of benefits and seniority up for up to five (5) days along with a five (5) day unpaid leave of absence without loss of benefits and seniority if the employee experiences domestic or sexual violence.

If requested by the employer, the employee must, as soon as practicable, provide the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

An employee is not entitled to leave under this section if the employee commits the domestic violence.

20.12 Cultural Leave

For the term of this Collective Agreement, Indigenous employees who regularly observe cultural holidays other than those proclaimed by the federal or provincial governments will be entitled to up to three (3) days Indigenous cultural leave per calendar year, for the recognized day(s), without loss of wages, seniority or benefits. These days are non-cumulative from year to year. These requests will not be unreasonably withheld.

ARTICLE 21 ABSENCE FROM DUTY OF UNION OFFICIALS

21.01 Absence of Union Officials for Negotiations

Union officials shall obtain permission from management to be absent as hereinafter mentioned and on obtaining such permission shall suffer no loss of pay if such absence is during the official's shift, under the following circumstances:

- (a) Up to two (2) officials for the purpose of negotiations in order to carry on collective bargaining pursuant to the provisions of the Labour Relations Code of British Columbia;
- (b) Up to two (2) officials to attend salary revision meetings where such revision is provided for under this Agreement;

(c) Up to two (2) officials to meet to confer with the designated representatives of the Employer regarding matters arising out of the Agreement and discussion of grievances.

21.02 No Overtime During Approved Absences

Under no circumstances shall overtime be paid for or accumulated as a result of absence granted under 21.01 (a), (b), or (c), and further that payment for such approved absences as aforesaid shall be paid for at the official's regular basic wage.

21.03 Leave of Absence for CUPE Meetings

Leave of absence without pay and without loss of seniority shall, up to ten (10) working days per year, be granted upon approval of management, employees elected or appointed to represent the Union at Union Conventions, Executive and Committee Meetings of the Canadian Union of Public Employees, and its affiliated bodies. The employee shall request the leave with not less than fourteen (14) calendar days' notice. This leave shall not be unreasonably withheld.

With respect to Leave of absence granted under this Article, the Employer shall continue to pay the employee their regular wage or salary and benefits and shall bill the Union for the wages and thirty percent (30%) for benefits. The Union shall reimburse the Employer within thirty (30) days.

21.04 Leave of Absence for Union Business

Leave of absence without pay and without loss of seniority and with the approval of management, shall be granted to employees for up to ten (10) work days, upon request to the Employer, to employees for education courses pertaining to Union business. The employee shall request the leave with not less than fourteen (14) calendar days' notice. This leave shall not be unreasonably withheld.

With respect to leave of absence granted under this Article, the Employer shall continue to pay the employee their regular wage or salary and benefits and shall bill the Union for the wages and thirty percent (30%) for benefits. The Union shall reimburse the Employer within thirty (30) days.

21.05 Leave of Absence for CUPE Positions

Upon approval of management, an employee who is elected or selected for a full time position within CUPE, Canadian Labour Congress or B.C. Federation of Labour, may be granted leave of absence without pay and without benefits and without seniority accumulation for a period of up to one (1) year. Such leave may be reviewed by management each year during the term of office. Such leave shall not be unreasonably withheld. Article 20.11 shall apply to any such employee who wishes to maintain his/her benefits while on leave under Article 22.05.

ARTICLE 22 TECHNOLOGICAL CHANGES

22.01 Technological Change Means:

The introduction by the Employer of a change in its equipment or material from the equipment or material previously used by the Employer in its work, undertaking or business; or a change in the manner the Employer carries on its work, undertaking or business related to the introduction of that equipment or material, where such change involves the use of newer or updated equipment or material requiring further training or knowledge on the part of the employees that, in either case affects the rights of employees, conditions of employment, wage rates or workloads.

22.02 Notification of Technological Change

Two (2) months before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

22.03 Agreement Regarding Technological Change

The parties shall attempt, in good faith, to reach an agreement on such change before it is implemented. Should they fail to agree, the matter may be referred by either party to be dealt with under Article 19. Nothing in this Article is intended to restrict the Employer from implementing such change prior to reaching agreement with the Union or prior to adjudication under Article 19, when its operational requirements necessitate that the change be made prior to such resolution.

22.04 Displacement Due to Technological Change

An employee who is displaced from his/her job by virtue of technological change shall be given an opportunity to fill other vacancies according to seniority and qualifications.

22.05 Training as a Result of Technological Change

In the event that the Employer should introduce technological changes which require new or greater skills than are possessed by the employee under the present operation, such employees shall, at the expense of the Employer, be given a period of time, not to exceed six (6) months, during which they may acquire the skills necessitated by that change. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position requiring the use of the new skills.

- (1) In the case where an employee is displaced from his/her job by virtue of technological change, an equitable attempt shall be made by the Employer to find the employee agreeable employment elsewhere in the Employer's operation at a rate of pay that exists for the job.

- (2) Where agreeable employment cannot be arranged, employment with the Employer shall be terminated and one (1) week's severance pay for each year of service with the Library shall be paid to the employee when termination results due to technological change to a maximum of ten (10) weeks.

The parties recognize that periodic upgrades to existing, ordinary office software are normal and expected. Such normal upgrades shall not require the notice in Article 22.02.

ARTICLE 23 PAYSCALE

POSITION	MARCH 1, 2022 (3.5%)	MARCH 1, 2023 (3%)	MARCH 1, 2024 (3%)	MARCH 1, 2025 (2.5%)	March 1, 2026 (2.5%)
Base Rate					
Library Assistant 1	\$24.21	\$24.94	\$25.68	\$26.33	\$26.99
Programmer	\$26.50	\$27.29	\$28.11	\$28.81	\$29.53
Library Technician	\$26.50	\$27.29	\$28.11	\$28.81	\$29.53
12 Month Rate					
Library Assistant 1	\$26.79	\$27.59	\$28.42	\$29.13	\$29.86
Programmer	\$29.45	\$30.33	\$31.24	\$32.03	\$32.83
Library Technician	\$29.45	\$30.33	\$31.24	\$32.03	\$32.83
24 Month Rate					
Library Assistant 1	\$28.58	\$29.44	\$30.32	\$31.08	\$31.86
Programmer	\$31.26	\$32.20	\$33.16	\$33.99	\$34.84
Library Technician	\$31.26	\$32.20	\$33.16	\$33.99	\$34.84

- Casual employees shall be paid at the base rate for the applicable classification in which they are working.

POSITION	BC GOV'T MINIMUM WAGE	BC GOV'T MINIMUM WAGE	BC GOV'T MINIMUM WAGE	BC GOV'T MINIMUM WAGE	BC GOV'T MINIMUM WAGE
	JUNE 1, 2022 \$15.65 (+\$1.25)	JUNE 1, 2023 GOV'T MIN WAGE (+\$1.25)	JUNE 1, 2024 GOV'T MIN WAGE (+\$1.25)	JUNE 1, 2025 GOV'T MIN WAGE (+\$1.25)	JUNE 1, 2026 GOV'T MIN WAGE (+\$1.25)
Base Rate					
Page	\$16.90				
12 Month Rate					
Page	\$16.90				
24 Month Rate					
Page	\$16.90				

- **Page wage rates will never be less than \$1.25 above minimum wage.**
- **BC Government Minimum Wage Increases:**
 - June 1, 2022 : \$15.65 an hour (\$0.45 increase)

ARTICLE 24 GENERAL

24.01 WorkSafe BC

All employees shall be covered by the WorkSafe BC Regulations.

24.02 Copyright Infringement

No employee shall be required to copy any material which is protected by copyright.

ARTICLE 25 HEALTH AND SAFETY

25.01 Union-Employer Health and Safety Committee

The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The parties recognize the need to have employees who are familiar in matters pertaining to safety. A Health and Safety Committee shall be established with one (1) Union member and one (1) Employer representative. The Health and Safety Committee shall hold bi-monthly meetings, or more often if required, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings, and copies shall be given to the Employer and the Union. All meetings will be scheduled during an employee's regular work day.

25.02 Health and Safety Committee Pay Provisions

Committee members shall not suffer any loss of seniority, earnings or benefits contained in this Agreement for time spent in attending Health and Safety Committee meetings.

25.03 Time Off for Health and Safety Training

Union members of the Health and Safety Committee shall be granted time off from work by the Employer with no loss of seniority, earnings or benefits contained in this Agreement, to attend educational courses and seminars sponsored by the Union for instruction and upgrading on health and safety matters to a maximum of one employee at any one time and to a maximum of five (5) work days per year. The Union will reimburse the Employer for wages paid to employees who take the training under this Article.

25.04 Employee Automobiles

The Employer shall reimburse an employee to a maximum of one hundred dollars (\$100.00) deductible on an insurance claim due to theft or vandalism to his/her automobile which occurred at the workplace or in the course of employment. An employee who makes a claim for reimbursement must have the claim accepted by the insurance company and must have filed a report with the proper authorities.

25.05 Harassment

The Employer agrees that an employee has the right to work without sexual or personal harassment. A claim of sexual or personal harassment by an employee shall be considered a grievance.

Harassment shall be defined as objectionable conduct or comment directed toward a specific person or persons that serves no legitimate work purpose, and has the effect of creating an intimidating, humiliating, hostile, or offensive work environment.

ARTICLE 26 TERM OF AGREEMENT

26.01 Term of Agreement

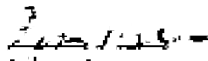
This Agreement shall take effect from March 1, 2022 and shall remain in effect until February 28, 2027 and shall automatically be renewed annually thereafter unless either party hereto shall give notice as provided for in the Labour Relations Code of British Columbia, requiring the other party to commence collective bargaining.

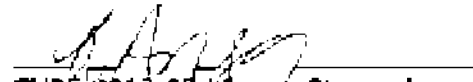
During the period of negotiations, this Agreement shall remain in full force and effect.

Signed this 18th day of May, 2023.

FOR THE TERRACE PUBLIC
LIBRARY ASSOCIATION:

FOR CUPE LOCAL 2012-03


Librarian


CUPE 2012-03 Library Steward


Library Board Chair

LETTER OF UNDERSTANDING #1

Between

TERRACE PUBLIC LIBRARY ASSOCIATION

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2012-03

RE: Grant-Funded Program(s)

The following terms shall apply to all grant-funded employment programs:


1. In this Letter of Understanding, the words "Grant-Funded Programs" shall mean any short-term, special purpose, employment programs funded in whole or in part by any level of government, or by a specific grant from a funding agency or donor, which funding is not included in the annual budget of the Library presented to the City of Terrace in connection with its annual funding request, and which provides for funding of temporary positions on a one-time basis.
2. All grant-funded positions are temporary positions and this fact will be noted on postings.
3. The Employer and the Union recognize that in the usual course of events the funding agency provides funding for hourly pay at minimum wage, with no benefits other than those required by statute; that the Employer has the discretion to provide additional pay or benefits out of its general funds; and that the Employer must indicate its proposed pay and benefits to the granting party when making application for the grant. Pay, hours and benefits shall be determined solely by the Employer upon making application for a grant, and may be different from those provided for in the Collective Agreement.
4. Current employees who meet the funding agency's requirements shall be given consideration before non-employees. If hired, the employee shall return to the employee's regular position on termination of the grant-funded position. Current employees shall continue to accrue seniority for the duration of the position.
5. Employees hired from outside the Library shall not be entitled to Seniority (Article 7.01) and Layoff and Recall (Article 7.06).
6. Employees shall be Union members, Union dues shall be deducted and all other terms and conditions of the Collective Agreement apply, except Articles 7 (Seniority), 12 (Annual Vacation), 15 (Job Description), 16 (Job Classification), 18.02 (Health and Welfare Benefits), 18.04 (Municipal Superannuation), 20 (Approved Absence), and 23 (Pay Scale).

7. No other employee shall have his/her hours reduced as a result of an employee working under a Grant Funded Program.

Signed this 18th day of May, 2023.

FOR THE TERRACE PUBLIC
LIBRARY ASSOCIATION:

FOR CUPE LOCAL 2012-03:



Librarian



CUPE 2012-03 Library Steward



Library Board Chair

LETTER OF UNDERSTANDING #2

Between

TERRACE PUBLIC LIBRARY ASSOCIATION

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2012-03

RE: Wage Equity with City of Terrace

Within three (3) months of signing the Collective Agreement, a Committee will be created consisting of two (2) members from the Union and two (2) members of Management for the purpose of studying job descriptions of the Library positions in comparison to job descriptions of equivalent positions at the City of Terrace.

The purpose of this comparison is to find jobs that appear similar in duties and responsibility between the Library workers and the workers at the City of Terrace. The Committee will prepare a report, to be presented to the Terrace Public Library Board at its September 2024 meeting, with a recommendation on achieving wage parity, including recommended wage increases.

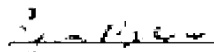
The findings of this report will be included in the Library Board's 2025 budget submission to Terrace City Council.

If agreement can be reached between the Library Board and the Terrace City Council, all wage increases will be effective March 1, 2025 and will incur the bargained yearly increases for March 1, 2025 and March 1, 2026.

Signed this 18th day of May, 2023.

FOR THE TERRACE PUBLIC
LIBRARY ASSOCIATION:

FOR CUPE LOCAL 2012-03:



Librarian



CUPE 2012-03 Library Steward



Library Board Chair