



COLLECTIVE AGREEMENT

BETWEEN

**DAWSON CREEK MUNICIPAL
PUBLIC LIBRARY BOARD**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2403**

2023 – 2026 AGREEMENT

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THIS AGREEMENT entered into this _____ day of _____, 2023.

BETWEEN:

DAWSON CREEK PUBLIC LIBRARY BOARD
Dawson Creek, BC

(hereinafter called “the Employer”)
OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2403

(hereinafter called “the Union”)
OF THE SECOND PART

IT IS MUTUALLY AGREED:

ARTICLE 0 – EMPLOYEE DEFINITIONS

0.01 PERMANENT EMPLOYEE

- (a) A permanent employee is one who has successfully completed probation and who is hired to fill a permanent position (i.e. a bargaining unit position designated by the Employer as being permanent, which position has either a regular full-time or a regular part-time work schedule);
- (b) Permanent employees are eligible for all of the benefits and perquisites of this Agreement as established by applicable agreement articles.

0.02 TEMPORARY EMPLOYEE

- (a) A temporary employee is one who has successfully completed probation and who is hired to work (either full-time or part-time) for an established period of employment (i.e. a period of temporary employment having a stated starting date and a planned ending date).
- (b) The length of any period of temporary employment shall not exceed eighteen (18) consecutive months without the Union's approval, which approval shall not be reasonably denied.
- (c) Temporary employees accrue seniority in accordance with the provisions of Article 17. They are paid for annual vacation and statutory holidays pursuant to the Employment Standards Act. They are not covered by any of the benefits and perquisites of this Agreement and shall be paid the percentage (10%) under Article 17.03 in lieu of all such benefits and perquisites. Without limiting the generality of the foregoing, temporary employees are only covered by the following Articles of this Agreement: 1, 2, 3, 4, 5, 6, 7, 8 (except 8.05 and 8.06), 9, 14.08, 14.09 (provided operational requirements permit and the employee requesting leave would otherwise be scheduled to work on the day(s)

for which leave is to be granted), 15, 16, 17, 18, 20, 21, 22, 23, 24 (except 24.04), 25, 26, Appendix "A", and various LOA's where the context explicitly establishes.

0.03 CASUAL EMPLOYEE

- (a) A casual employee is one who is hired to work (up to full-time hours as required by the Employer to meet operational requirements) for one (1) or more indefinite periods of employment in order to augment the permanent and temporary work force or to replace a permanent or temporary employee who is absent.
- (b) Casual employees may work multiple periods of casual employment, provided that any particular period of casual employment does not exceed ninety (90) consecutive working days without the Union's approval, which approval shall not be unreasonably denied.
- (c) Casual employees accrue seniority in accordance with the provisions of Article 17. They are paid for annual vacation and statutory holidays pursuant to the Employment Standards Act. They are not covered by any of the benefits and perquisites of this Agreement and shall be paid the percentage (10%) under Article 17.03 in lieu of all such benefits and perquisites. Without limiting the generality of the foregoing, casual employees are only covered by the following Articles of the Agreement: 1, 2, 3, 4, 5, 6, 7, 8 (except 8.05 and 8.06), 9, (except 9.02), 11, 14.08, and 14.09 (provided operational requirements permit and the employee requesting leave would otherwise be scheduled to work on the day(s) for which leave is to be granted), 15, 16, 17, 18, 20, 21, 22, 23, 24 (except 24.04), 25, 26, Appendix "A" and various LOA's where the context explicitly establishes.
- (d) Casual employees who commit to work a casual shift and then fail to actually do so, without the Employer's approval, on three (3) occasions in any calendar year (Jan. – Dec.) shall be terminated in all respects unless the employee is prevented from complying with the provisions of this section (e) due to accident or illness, in which case the employee will be required to show medical proof.

0.04 REGULAR EMPLOYEE

- (a) **Regular Employees are permanent employees who regularly work less than 21 hours per week.**
- (b) **Regular employees accrue seniority in accordance with the provisions of Article 17. They are paid for annual vacation and statutory holidays pursuant to the Employment Standards Act. They are not entitled to pay for leave under Articles 12.02 Time off for Medical or Dental Appointments, 12.03 Sick Leave Defined, 12.04 Special Leave, 12.05 Illness While on Vacation, 12.06 Disability Plan Top Up, 12.07 Family Responsibility Leave and 14.06 Parental Leave and shall be paid the percentage (10%) under Article 17.03 in lieu of benefits.**

ARTICLE 1 – PURPOSE

1.01 PURPOSE OF AGREEMENT

It is the purpose of this Agreement to promote and maintain harmonious relations between the Employer and Employees; to provide an amiable method of settling grievances or differences

which may possibly arise; and to set forth rates of pay, hours of work and other conditions of employment, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in the carrying out of duties.

ARTICLE 2– UNION RECOGNITION

2.01 UNION RECOGNITION

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees under the classifications set out under the Wage Provision of this Agreement as outlined below.
- (b) The Agreement shall apply to all employees covered by the Certificate of Bargaining Authority issued by the Labour Relations Board.

2.02 CONTRACTING OUT

The Employer will not contract out any work ordinarily performed by employees in the classifications covered by this Agreement, except in emergency situations beyond the Employer's control. The Employer may contract for extra equipment if the Employer's equipment is not capable of carrying out the required work. Wherever possible, the Employer shall notify the Union of any work contracted out, when it occurs.

2.03 UNION LABEL

The Union shall have the right to display the Union label on Employer buildings, clothing and vehicles that are used by members of the Local in the course of their employment. The number and location of these labels is subject to a mutual agreement being reached between the Head Librarian or his delegate and the Local President or his delegate, before the label or labels are placed on any Employer buildings, clothing or vehicles.

2.04 BARGAINING UNIT WORK

- (a) Unpaid persons not in the bargaining unit may not perform bargaining unit work unless mutually agreed upon by the Union and the Employer.
- (b) Library Volunteers: Volunteers at the Library shall not be used to replace paid workers and shall be used to perform only the following functions:
 - Shelf Reading
 - Water plants
 - Decorate the Library.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 MANAGEMENT RIGHTS

- (a) Without restricting the right of the employees under the terms of the Agreement, the Union recognizes the right of the Employer to manage its affairs and operations and to direct its working forces, including the right to hire, suspend, discharge, promote, demote, discipline, lay off or transfer an employee, and the right to determine job

content, evaluate jobs and assign work, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement.

- (b) The parties hereto agree that the foregoing enumeration of management rights shall be vested in the Head Librarian or his delegate, and such rights shall be exercised in a fair and reasonable manner.

ARTICLE 4 – UNION SECURITY

4.01 UNION MEMBERSHIP

As a condition of employment, all employees shall become members of the Union on or before the expiry of thirty (30) calendar days from his or her date of hire. All employees shall sign an Authorization Card furnished to the Employer by the Union authorizing the Employer to deduct from his earnings Union dues or assessments.

4.02 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, including those conditions of employment set out in Article 4.01. New employees shall be presented with a copy of the Agreement by the Employer at the time of hiring.

4.03 UNION INTERVIEW

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

4.04 UNION ACCESS TO WORKSITES

A business representative of the Union shall have access to the Employer's premises to attend to the business of the Union, provided it does not interfere with the normal course of business, upon securing permission from the Employer.

4.05 NO OTHER AGREEMENT

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

ARTICLE 5 – NO DISCRIMINATION

5.01 NO DISCRIMINATION

There shall be no discrimination by the Employer or by the Union against any employee with respect to wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise, by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, age, criminal conviction unrelated to the employment, gender identity or expression, or Union membership or activity.

5.02 PERSONAL AND SEXUAL HARASSMENT

The Employer and the Union recognize the right of employees to work in an environment free from workplace harassment and bullying, and agree to co-operate in attempting to resolve in a confidential manner all complaints of harassment and bullying which may arise in the workplace.

The Employer undertakes to take appropriate remedial action, including discipline in regard to employees or persons whom the Library Board employs, who are shown to be engaging in harassment or bullying.

The employer further undertakes to take reasonable steps to protect employees against harassment and bullying by persons, who are not employed by the Library Board, with whom employees come in contact during the performance of their duties.

Any complaint or allegation of workplace harassment or bullying on the part of employees or persons whom the Library Board employs, which is not resolved under this article (5) to the satisfaction of the employee making the allegation (the complainant) or where two (2) bargaining unit employees are involved, to the satisfaction of the employee against whom the allegation has been made (the respondent) be dealt with by the parties through the grievance procedure, commencing at Step 3.

5.03 HARASSMENT

(a) Harassment

Where used in this article the term “harassment” includes:

(i) Personal Harassment

Defined as any workplace action or behaviour on the part of employees or persons whom the Library Board employs, which the harasser knows or should know is unwelcome and which humiliates, degrades, insults or undermines an employee’s health, job performance or workplace performance, or endangers an employee’s employment status or potential advancement.

Personal harassment includes any workplace action or behaviour on the part of employees or persons whom the Library Board employs, which constitutes discrimination in violation of Article 5.01.

(ii) Sexual Harassment

Defined as any workplace conduct, comment, gesture or contact of a sexual nature in the workplace, whether on a one-time basis or in a continuing series of incidents, that:

- Might reasonably be expected to cause offence or humiliation to an employee, or that
- The affected employee might reasonably perceive as placing a condition of a sexual nature on employment or on any employment opportunity.
- Sexual harassment includes any unwanted attention of a sexual nature in the workplace on the part of employees or persons whom the Library Board employs, such as but not limited to:

remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of a sexual nature or sexual demands.

(b) Bullying

Where used in this article, workplace “bullying” is defined as:

- Threats, intimidation, coercion and/or physical contact on the part of employees or persons whom the Library Board employs, whether on a one-time basis or in a continuing series of incidents
- Bullying includes the improper use of power and authority.

(c) Workplace

Where used in this article the “workplace” is not defined to physical locations or to an employee’s normal working hours. It includes, incidents involving employees or persons whom the Library Board employs, which occur outside of working hours, and incidents involving employees or persons whom the Library Board employs, which occur outside the physical confines of what is normally considered to be the workplace.

(d) It is understood that any language and/or practice that is normal and generally accepted in the workplace does not, in and of itself, represent personal harassment or bullying.

(e) Nothing in this Article (5) is to be interpreted or applied to limit or restrict in any way the Employer’s ability to direct the workforce and to discipline employees, provided it does so in a bona fide and respectful fashion.

5.04 LABOUR MANAGEMENT HARASSMENT ADVISORY COMMITTEE

(a) The parties recognize that any complaint of sexual harassment may be filed under the Human Rights Act of British Columbia instead of or in addition to this procedure. Recourse to the grievance procedure may only be exercised after the provisions of this article (5) have been finished.

(b) The parties agree to establish a Labour-Management Harassment Advisory Committee, consisting of two (2) nominees from the Union and two (2) from the Employer. The Committee shall make its decisions on the basis of consensus. The Committee shall meet no less than twice (2x) per year or at the request of any Committee member to discuss harassment issues and will maintain a resource library. The Committee also has the mandate to discuss and to make recommendations to the Library Manager regarding anti-harassment and anti-bullying training that the Committee feels should be given to employees and/or persons whom the Library Board employs, whether generally to all individuals, or specifically to a particular group of individuals or to particular individuals.

(c) Within ten (10) days of an alleged incident of harassment or bullying, a complainant may contact the Labour-Management Harassment Advisory Committee, which will assist the complainant by providing information regarding what actions may constitute harassment or bullying, what responses may be appropriate to stop or prevent the unacceptable behaviour, what options are available under this Agreement and how Human Rights Act complaints may be instituted. At the

request of the complainant, the Committee member may discuss this matter with others, including any alleged harasser(s), in an attempt to resolve the complaint. Except with the express consent of the complainant, all discussion information and documents will be completely confidential and subject only to any legal requirement to disclose.

- (d) Should the complainant choose to proceed with the formal written complaint under this Article, the Advisory Committee shall assist the complainant to put all relevant information/allegations in written form within five (5) working days. A copy of the allegations will be retained by the complainant and a copy will be forwarded to the Library Manager or his designate for this investigation.
- (e) The Library Manager or designate will investigate as quickly as possible in the circumstances by:
 - (i) making the allegations known to the; respondent(s) within five (5) working days of the formal complaint being made, if possible.
 - (ii) interviewing the complainant and/or the respondent(s).
 - (iii) interviewing any witnesses or others who may provide relevant information.
 - (iv) providing a written report to the complainant, the respondent(s) and the Labour Management Harassment Advisory Committee. This Report shall be provided, if possible within thirty (30) working days from the start of the investigation.
- (f) Alternatively, at his/her discretion, the Library Manager or designate may retain a third party harassment investigator to carry out the investigation and to provide a written report, which shall be provided to the Library Manager or designate, the complainant, the respondent(s) and the Labour-Management Harassment Advisory Committee.
- (g) Should the Library Manager or designate retain a third party harassment investigator, he/she shall make the appointment within three (3) working days after receiving the formal complaint. The appointment shall be made from the following list of investigators, or such other mutually agreeable investigator: Kate Young – Elaine Doyle – Lisa Hansen.

The appointed investigator shall, if possible, commence the investigation within five (5) working days of being appointed. The Investigator shall investigate the matter and issue a report as quickly as possible in the circumstances pursuant to the investigative steps and time limits set out in subsection (e) above.
- (h) At the conclusion of the investigation, when a complaint of harassment or bullying has been proven, provided the circumstances warrant, the Employer may institute appropriate remedial actions instead of instituting formal discipline against the respondent. When the Employer believes the circumstances are such that appropriate discipline should be taken, it will be its responsibility to do so. Such discipline may include verbal warning, written warning placed in personnel file, suspension or dismissal. Any discipline meted out under this Article will be subject to Articles 21 and 22 of this Agreement.
- (i) In the case of proven harassment or bullying, the Employer shall provide appropriate remediation to the victim if necessary.
- (j) Where the Library Manager or his designate determines the allegation to be unfounded, it shall be dismissed with written reasons. If the allegation is made in bad faith or is of a vindictive or

vexatious nature, appropriate disciplinary measures shall be taken against the complainant. The victim of such bad faith or vindictive allegation shall be provided with appropriate remediation, if necessary.

- (k) Any bargaining unit employee who is a complainant, respondent, or witness under this Article shall be entitled, on request, to have a representative of the Union or of the Labour Management Harassment Advisory Committee present at any interview conducted by the Library Manager or his designate, or the appointed investigator.
- (l) All parties to these procedures agree to keep allegations, information, documents and names confidential, subject only to any legal requirement to disclose. This does not preclude the right of the complainant to file a complaint under the Human Rights Act.
- (m) The Employer agrees to post this Article at the work locations specified in Article 25.01 of this Agreement and to inform new start employees of its existence at the time they are hired. This posting will include the names of the current nominees to the Labour Management Harassment Advisory Committee.

ARTICLE 6 – PROBATIONARY EMPLOYEES

6.01 PROBATIONARY EMPLOYEES

All new employees shall be hired on probation. The probationary period is to continue for the first four hundred and ninety-five (495) straight-time hours actually worked for employees working in a classification where the normal full-time hours are thirty-seven and a half (37 ½) hours per week. During the probationary period, employees shall be entitled to all rights and benefits of the Agreement. The Health and Welfare benefits available to employees under Article 13 of this Agreement do not commence until the completion of the probationary period.

ARTICLE 7 – HOURS OF WORK

7.01 REGULAR WORK WEEK

The regular work week shall consist of thirty-seven and one-half (37½) hours between 9:00 a.m. Monday and 9:00 p.m. Sunday.

7.02 REGULAR WORKING DAY

The regular working day for library workers shall consist of seven and one-half (7½) consecutive hours between 9:00 a.m. and 9:00 p.m. Monday to Sunday, exclusive of lunch period which shall not exceed one (1) hour in each regular working day.

Shift schedules for Saturday and Sunday permanent part-time front counter staff shall include fifteen (15) minutes preparation time prior to opening to the public.

7.03 SHIFT WORKING DAY

The shift working day for library workers shall consist of seven and one-half (7½) consecutive hours, exclusive of lunch period which shall not exceed one (1) hour, within any one day. The shift working week shall consist of five (5) consecutive shift working days within any seven (7) day period.

7.04 EMPLOYER MAY INSTITUTE SHIFTS

The Employer may institute shift work, that is to say, work done wholly or partly outside either the regular working day or regular working week, provided that the shift work is continued for not less than five (5) consecutive work days.

7.05 NO SPLIT SHIFTS

There shall be no split shifts.

7.06 REST PERIODS

An employee shall be entitled to a rest period not in excess of fifteen (15) minutes between the second and third hour after starting his shift, and a further rest period not in excess of fifteen (15) minutes between the sixth and seventh hour of his shift, unless express permission has been granted by the Employer to deviate from the hours contained here. An employee required to work overtime before or after his regular shift shall be entitled to a rest period not in excess of fifteen (15) minutes after every two hours overtime worked.

7.07 LIBRARY WORKER CHANGES

Shift times, rest period times and lunch break times may be varied by mutual agreement between the parties.

7.08 NOTICE OF SHIFT CHANGES

- (a) Two (2) weeks posted notice shall be required in order to change an employee's shift;
- (b) Where a change is required due to unforeseen circumstances, less than two (2) weeks notice may be given; however, Article 8:03 Overtime on Assigned Days Off or Article 9:02 Call Out shall apply;
- (c) Pages shall be exempt from provision (b) above, and shall have the right to refuse.

7.09 E.I. REBATE

In accordance with E.I. Premium Reduction Program, the Employer shall turn over to the Union five twelfths (5/12) of the U.I.C. premium reduction for which the employee qualifies as a result of the wage loss insurance specified in this Agreement.

ARTICLE 8 – OVERTIME PROVISIONS

8.01 OVERTIME DEFINITION

The Employer shall pay overtime rates of wages to every employee entitled thereto as follows:

All time worked over and above seven and one-half (7½) hours per day on any shift shall be deemed overtime until a break of seven and one-half (7½) consecutive hours occurs.

8.02 OVERTIME RATES

For the first (2) hours of overtime on any regular working day or shift working day, two (2) times his regular rate of wages, and for all time worked thereafter, the employee shall be paid three (3) times his regular rate of wages.

8.03 OVERTIME ON ASSIGNED DAYS OFF

For all time worked on any assigned days off, the employee shall be paid at a rate of two (2) times his regular rate of wages for the first seven and one-half (7½) hours and three (3) times his regular rate of wages for all hours beyond seven and one-half (7½) hours;

8.04 WORK ON A STATUTORY HOLIDAY

In addition to statutory holiday pay as per Article 10 hereof, for all time worked on any statutory holiday, the employee shall be paid at the rate of two (2) times his regular rate of wages for the first seven and one-half (7½) hours and three (3) times for time over seven and one-half (7½) hours.

8.05 OVERTIME TO BE SHARED

For those employees who are able and willing to do the work, overtime shall be divided equally among the employees who normally perform the work to be done. Overtime shall be assigned to other employees only in the event that the employees normally performing the work are not available or refuse the overtime.

8.06 BANKED TIME OFF

In lieu of overtime pay, an employee may elect at the time the overtime is worked to bank time off in hours equivalent to the money earned. Such time off may be taken at a time mutually agreeable, and any time not taken by April 1st of the following year will be paid out by the Employer at the rate prevailing at the time worked.

Employees requesting more than one day off must give ten (10) working days notice in writing of such request.

ARTICLE 9 – SHOW-UP TIME AND CALL-OUT TIME

9.01 MINIMUM HOURS FOR SHOW-UP

The minimum hours for permanent part-time, casual and temporary library workers shall be two (2) hours. The minimum hours for permanent part-time, casual and temporary pages shall be two (2) hours.

9.02 CALL-OUT

(a) An employee called out to work by the Employer outside of the regular hours of the regular working day or week or shift work day or week (whichever applies to the employee), shall receive a basic minimum of two (2) hours pay at two (2) times the employee's regular basic hourly rate. For any time worked on the call-out in excess of two (2) hours, the employee shall receive pay at three (3) times the employee's regular basic hourly rate. It is clearly understood that the provisions of Article 8.01 do not apply in the case of call-outs.

(b) For the purpose of Article 8.06 call-out time worked shall be considered overtime;

- (c) Employees shall be called out to work under this clause in order of rotational seniority. After an employee has been called, that name shall revert to the bottom of the list. This procedure shall also apply in allocating any extra work hours to be worked.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 STATUTORY HOLIDAYS

- (a) Each employee shall be entitled to the following statutory holidays and civic holidays at his regular rate of pay, providing that he has worked the scheduled working day prior to and following the holiday in respect of which pay is claimed:

1.	New Years Day	8.	Labour Day
2.	Family Day	9.	Thanksgiving Day
3.	Good Friday	10.	Remembrance Day
4.	Easter Monday	11.	Christmas Day
5.	Victoria Day	12.	Boxing Day
6.	Dominion Day	13.	National Day of Truth and Reconciliation
7.	BC Day	14.	Or any other holiday as proclaimed by the Federal, BC Provincial or Dawson Creek Municipal Governments.

- (b) In the case of permanent part-time employees, payment of statutory holidays shall be on a pro-rata basis calculated on the number of hours the employee would normally work on the statutory holiday. If the employee is not scheduled to work on the statutory holiday, payment will be on a pro-rata basis calculated on the average shift length of the employee in the previous thirty (30) days, provided the employee has worked in the previous two (2) week period.
- (c) Should the Board decide to close the Library on regular working days surrounding a Statutory Holiday, with the exception of Sundays occurring in the months of July and August, employees normally scheduled to work on said days shall be compensated for all lost hours resulting from the closure at their regular rate and regular hours.

10.02 ABSENCE DUE TO ACCIDENT

Permanent part-time employees absent from work by reason of accident up to six (6) months shall receive pay for the general holidays as designated in 10.01 above.

10.03 ABSENCE DUE TO ILLNESS

Permanent part-time employees absent from work by reason of illness for more than three (3) days and up to six (6) months shall receive pay for the general holidays as designated in 10.01 above.

10.04 APPLICATION OF ARTICLES 10.02 AND 10.03

Application of Articles 10.02 and 10.03 shall not result in an employee being paid twice for the statutory holiday or result in deduction from an employee's accumulative sick leave entitlement.

ARTICLE 11 – ANNUAL VACATIONS

11.01 ANNUAL VACATION

- (a) All employees except pages shall receive an annual vacation with pay in accordance with his years of employment as outlined in the schedule set out in Article 11.02; however, no vacation entitlement will be cumulative.

11.02 VACATION ENTITLEMENT

After six (6) months continuous service, an employee shall be entitled to five (5) working days vacation with pay.

After one (1) year continuous service, an employee shall be entitled to ten (10) working days vacation with pay providing he has not taken holidays as yet.

In the calendar year in which occurs the second anniversary of service, the employee shall be entitled to fifteen (15) working days with pay.

Thereafter, each employee shall be entitled to one (1) additional day vacation with pay for each year of service up to six years of service with the Employer.

Upon completion of six (6) years of service, each employee shall be entitled to one (1) additional day of vacation for each two (2) years of service beyond six (6) years, to a maximum of thirty-five (35) working days in total.

In the case of permanent part-time employees, the "working days" referred to above shall mean the days the Library is open to the public, not days the employee would normally be scheduled to work.

For the purpose of clarification, calculation of vacation for *permanent* part-time workers shall be done on the basis of calendar weeks. As an example therefore, a *permanent* part-time worker working a schedule consisting of three (3) days per week who, because of years of service is entitled to fifteen (15) days vacation, would be entitled to three (3) calendar weeks vacation. Pay for such vacation would be calculated on the basis of three (3) days pay per week.

Employees shall be limited to a maximum of three (3) consecutive weeks vacation during July and August.

11.03 EMPLOYEE LEAVES THE EMPLOY OF THE EMPLOYER

If an employee has taken holidays prior to his actual anniversary date of hire and subsequently leaves the employ of the Employer, his final pay cheque will be adjusted to reflect the portion of holidays taken but not earned.

11.04 VACATION CARRY OVER

- (a) Employees earning vacation entitlement in a given calendar year may choose to take all or part of that entitlement in the period of January 1st to April 15th of the following year, subject to the provisions of Article 11.05 of this Agreement;

- (b) Employees, upon being entitled to fifteen (15) working days vacation and upon written request, may save and carry forward to a predetermined vacation period five (5) working days per annum to a maximum of twenty (20) working days. Such entitlement will be conditional on operational requirements and shall not be unreasonably withheld. Any carry over of vacation must be taken before April 15th of the year it is taken and shall be paid at the same rate as if it had not been deferred.

11.05 PREFERENCE BASED ON SENIORITY

In this Article, wherever seniority may be used as the deciding factor for allocation of vacation time, it is mutually agreed that seniority will be the deciding factor with respect to only one vacation period of up to fifteen (15) days per year per employee until all employees have had their first choice of vacation period scheduled. Employees shall notify the Employer of their vacation preference no later than April 15th of the year, and no less than twenty-one (21) days prior to the commencement of the vacation.

ARTICLE 12 – SICK LEAVE

12.01 MEDICAL EXAMINATION

The Employer shall retain the right to have any employee submit himself for a complete physical examination by a doctor agreed to by the Employer, and the employee shall not suffer any wage loss of time for such examination. The costs of such an examination are to be borne by the Employer.

12.02 TIME OFF FOR MEDICAL OR DENTAL APPOINTMENTS

Employees requesting time off for a bona fide medical examination or dental appointment will be allowed time off with pay to a maximum of two (2) hours per visit if no alternate appointment outside regular working hours is available.

12.03 SICK LEAVE DEFINED

Sick leave shall be granted to permanent full-time employees and on a prorated basis to permanent part-time employees who normally and regularly work twenty-one (21) or more hours per week, accumulated on the basis of one and one-quarter (1¼) days per month **employed**, and cumulative to a maximum of one hundred and fifty (150) days, providing that a medical certificate from a professional who works in the area of the employee's illness, if requested, is submitted by the employee covering such absence for illness in excess of three (3) working days. The following calculation shall apply for the purposes of determining monthly sick leave entitlement on a prorated basis for eligible part-time employees under this Article: (number of straight-time hours worked by the part-time employee in each month divided by the equivalent number of applicable full time hours) multiplied by the applicable monthly full-time sick leave entitlement. **Employees shall not accrue sick leave when they are on an unpaid leave of absence greater than 30 days.**

12.04 SPECIAL LEAVE

In the case of serious illness of the spouse or child of an employee, or employees experiencing domestic and/or family violence, the employee shall be entitled, after notifying the Employer, to special leave to be granted through the employee's accumulated sick leave. The illness shall be verified by a medical certificate on the request of the Employer. The Employer shall not unreasonably deny requests for special leave under this article provided the reason for such leave is not available under Article 12.07.

The purpose of such special leave is to allow the employee to prepare for or take care of family affairs which cannot reasonably be done by another person. Family members cited herein shall include all family members referred to in Article 12.07.

12.05 ILLNESS WHILE ON VACATION

If an employee is sick in excess of three (3) days while on his annual vacation, the days of illness shall not be considered vacation but shall be considered as sick time if a medical certificate is produced. The employee must endeavour to report back to work at the scheduled conclusion of his vacation, the unused portion of which will be rescheduled at a later date.

12.06 DISABILITY PLAN TOP-UP

Should an employee go on a disability plan, the Employer shall use that employee's accumulated sick leave entitlement to maintain the employee's take-home pay at its normal level until such time as all sick leave entitlement is exhausted.

The parties agree that if the Employer is unable to secure a long term disability plan which permits top-up to full wages at an equivalent premium cost, this Article shall not apply.

12.07 FAMILY RESPONSIBILITY LEAVE

An employee shall be entitled to up to five (5) days leave per year, to be granted through the employee's accumulated sick leave, to meet the responsibilities related to the care, health or education of any member of the employee's immediate family.

Care is defined as a situation where an employee is required to attend a family affair which cannot reasonably be attended to by another person.

Health responsibility is defined as a bona fide appointment with a registered medical professional. Medical is understood to include dental and paramedical.

Education responsibility is defined as any bona fide meeting or ceremony provided the meeting is related to the instruction provided by a recognized educational institute.

Immediate family for the purpose of this article is as defined in the Employment Standards Act and means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family.

In the case of a serious illness of the immediate family of any employee, the employee shall be entitled to additional leave to be granted through the employee's accumulated sick leave. The illness shall be verified by a medical certificate on the request of the Employer. Any costs related to such verification shall be borne by the Employer.

Employees accessing leave under this provision will provide the Employer with as much notice as is reasonable in the circumstances. Such leave shall not be denied.

12.07 ILLNESS OR INJURY LEAVE

Employees who have been employed for 90 consecutive days but are not eligible for sick leave accrual as defined in Article 12.03 are eligible to take up to five (5) paid days of illness or injury leave per year. Any use of this time, whether partial or full day, will remove one day from an employee's allotment. Unused illness or injury days do not roll over at the end of the year. The employee must provide a medical certificate if requested by the Employer.

12.08 DOMESTIC AND/OR SEXUAL VIOLENCE LEAVE

In the event an employee is a victim of domestic or sexual violence, employees may take up to five (5) days of paid leave and five (5) days of additional leave from their sick bank per calendar year. If necessary, an employee can take an additional leave of up to fifteen (15) weeks from their sick bank. If an employee does not have sufficient time available in their sick bank, they may take the time unpaid.

ARTICLE 13 – HEALTH AND WELFARE

13.01 BENEFITS

The Employer agrees to maintain the following permanent full-time **and permanent part-time** employee benefits.

The Employer shall pay one hundred percent (100%) of premiums of **the employee benefits for permanent full-time and permanent part-time** employees and their families as set out in Article 13.

Benefit plan coverage available to employee spouses under the Collective Agreement shall include coverage for common-law spouses and same-sex spouses, provided they have cohabitated for twelve (12) consecutive calendar months.

13.02 MEDICAL PLAN

Pre-payment medical plan to provide reimbursement for necessary medical, surgical, diagnostic and anaesthetic expense up to the amounts for each service as specified in the Minimum Fee Schedule of the College of Physicians and Surgeons in effect in the Province of British Columbia, with the cost of same for each permanent full-time and permanent part-time employee and their families to be borne by the Employer.

The Employer agrees to provide electronic BlueNet (RX) cards to all employees receiving benefits under this Article.

13.03 EXTENDED HEALTH PLAN

All benefit levels will be described in the collective agreement at the Manulife Class A levels currently received by full-time permanent employees. It is understood that an employee must work an average of 21 hours per week to be entitled to benefits. Only full-time employees are entitled to Disability.

13.04 LOSS OF INCOME INSURANCE

Loss of Income Insurance with a sixty-six and two-thirds percent (66-2/3%) of weekly salary benefit to a maximum of eight hundred dollars (\$800) per week to commence the eighth (8th) day of necessary absence due to accident to continue for a period of seventeen (17) weeks thereafter.

13.05 DENTAL PLAN

The Employer shall pay one hundred percent (100%) of the cost of a dental plan for each permanent part-time and permanent full-time employee and the employee's family, providing coverage as follows:

- Plan A: basic services - 100%
- Plan B: prosthetics - 100%
- Plan C: orthodontics - 50% to max. \$5,000

13.06 LONG TERM DISABILITY INSURANCE

Long Term Disability Insurance with a sixty-six and two-thirds percent (66-2/3%) of monthly salary benefit to a maximum of four thousand dollars (\$4000) per month to commence after Loss of Income Insurance benefit has been exhausted, to continue for the duration of the disability or until the employee reaches sixty-five (65) years of age, as provided pursuant to the terms and conditions of the BC Life and Casualty Company policy in effect March 1, 1988 or an equivalent.

13.07 GROUP LIFE AND ACCIDENTAL DEATH INSURANCE

Group Life Insurance and Accidental Death, Dismemberment and Loss of Sight benefit to be available to all permanent employees with basic life insurance based on two (2) times the employee's annual salary plus double indemnity in the event of Accidental Death and Dismemberment.

13.08 COST OF INSURANCE

Cost of insurance specified in Articles 13.04, 13.06 and 13.07 above, for each employee, shall be borne by the employer.

13.09 ELIGIBILITY/MANDATORY ENROLMENT

The dental plan is mandatory for all eligible employees. The insurance plans specified in 13.04, 13.06 and 13.07 above are mandatory for all eligible employees. The medical plan and extended health benefits are available to all eligible employees but are not mandatory; provided however, that extended health benefits are available only to those employees enrolled in the basic medical plan.

13.10 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

An Employee and Family Assistance program is provided for employees and immediate family members. The terms of this program include a minimum of 6 counseling sessions per instance requiring such assistance.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 BEREAVEMENT LEAVE

When a death occurs to a member of an employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence, they shall be compensated at his regular

straight time hourly rate for hours lost from his regular schedule to a maximum of five (5) days. Members of an employee's family are persons who are related by marriage, adoption, or common-law, and are defined as parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

If a death occurs to a member of an employee's immediate family as defined above while the employee is on his annual vacation, the days of bereavement up to a maximum of five (5) days shall not be considered as annual vacation but shall be considered as bereavement leave. The employee must endeavour to report back to work at the scheduled conclusion of his vacation, the unused portion of which will be rescheduled at a later date.

14.02 PALLBEARER LEAVE

Employees who request leave to participate as active pallbearers at a funeral shall make such a request in writing and the Employer shall allow one-half (½) day leave with pay.

14.03 JURY DUTY PAY

- (a) In the event of an employee being required to serve on a jury or being called for jury duty, or subpoenaed as a witness, such employee shall receive full pay for the hours affected, conditional upon the wage compensation paid to the employee for these services being paid to the Employer. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay;
- (b) When an employee is called for jury selection, jury duty or subpoenaed as a witness on a case to be heard by a Court, and the reporting time is in the forenoon, the employee need not report to work prior to the reporting hour. Immediately after being dismissed by the Court, the employee shall change clothes and report back to work. The employee must notify his supervisor when they receive their notification of the Court reporting time.

14.04 MATERNITY LEAVE

Maternity leave is an unpaid leave that allows employees time for pregnancy, childbirth, post-childbirth recuperation, adoption and child care. Timelines under this Article combine both maternity and parental leaves available for the birthing parent. See Article 14.05 for information on leaves for parents of a newly born child, or parents adopting or about to adopt a child. Unless the provisions in the Employment Standards Act are more favourable, the following shall apply:

- (a) **Right to Leave**
An employee shall qualify for maternity leave. Providing the pregnant employee is capable of performing her duties, the Employer shall not deny the right to continue employment during the period of pregnancy. All requests for maternity leave shall be in writing;
- (b) **Length of Leave**
Maternity leave shall cover a maximum of seventy-eight (78) weeks for the birth of a child. Such leave shall commence two (2) weeks prior to the expected due date, and may extend for an additional seventy-six (76) weeks after the expected due date.

Should an employee wish to commence maternity leave prior to two (2) weeks before the expected due date, the employee must provide the Employer two (2) weeks written notice of their intention to commence leave. Any time taken in excess of two (2) weeks prior to the expected due date will be deducted from the fifty (50) weeks entitlement after the expected due date;

(c) Seniority

While on maternity leave, an employee shall continue to accumulate seniority in accordance with her regularly schedule of work prior to the leave being taken;

(d) Payment of Benefits

During the period of maternity leave, the Employer shall continue to pay its share of the hospital, medical, group life insurance and other employee benefits of this Agreement. The employee agrees to pay her share, if any, of the same benefits to the Employer on a monthly basis during the periods of maternity leave;

(e) Return to Work

On receipt of one (1) months notice of intended return to work, an employee shall have the right to return to work for the Employer in the same classification as she vacated. The replacement employee, if any, hired for the purpose of replacing the maternity leave will accrue seniority while so employed and would be subject to termination upon the return of the employee on leave, as provided in Article 16.02 of this Agreement.

14.05 PARENTAL LEAVE

Parental leave is an unpaid leave that allows an employee time to care for their newly born or adopted child.

(a) Parental leave is available for:

- i. A parent, other than an adopting parent who does not take maternity leave, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin seventy-eight (78) weeks after the birth of the child or children;
- ii. For an adopting parent, up to sixty-two (62) weeks of unpaid leave which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a);

(c) A request for leave must

- (i) be given in writing to the Employer.
- (ii) if the request is for leave under subsection (a)(i), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
- (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

14.06 PATERNITY LEAVE

Upon request, a father or the spouse of the mother shall be given three (3) working days leave of absence with the option of attending the delivery of the child or attending to the release from hospital of his spouse who has given birth. Such leave of absence shall be deducted from the employee's accumulated sick leave. Upon request to the Employer, the three (3) days leave of absence may be extended due to special circumstances.

14.07 HOURS NOT TO COUNT FOR OVERTIME CALCULATION

Compensable hours under the terms of Articles 14.01, 14.02, 14.03 and 14.05 will not be counted as hours worked for the purpose of computing overtime.

14.08 PAID LEAVE FOR NEGOTIATIONS

In the event that an employee is elected or appointed to the Negotiating Committee for the Union, he shall be granted leave for the purpose of attending joint collective bargaining meetings when such meetings are held during regular business hours, in the establishment of a new Collective Agreement.

It is understood that no more than two (2) employees from the Union will be paid for such leave at the employee's regular rate of pay by the Employer.

14.09 UNION LEAVE

- (a) Upon request in writing to the Employer, an employee elected or appointed to represent the Union at conventions or training seminars shall be allowed leave of absence with pay and benefits. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (b) Other leave of absence for Union work or attendance at Executive and Committee meetings of CUPE, its affiliates or chartered bodies and any labour organizations with which the Union is affiliated, shall be granted upon request in writing and under the same terms as (a) above. Leave under this clause shall be granted to no more than two (2) employees at one time, and during the period of April 1 to September 30 inclusive, absence under this clause combined with absence on vacation shall not exceed a total of three (3) weeks.
- (c) All requests for leave under this clause shall be made a minimum of two (2) weeks prior to the proposed absence; provided however, that no more than one (1) employee may be granted leave of more than three (3) weeks within the period of April 1 to September 30 inclusive, for the purposes of attending the Labour College of Canada.

14.10 GENERAL LEAVE

The Employer may grant leave of absence without pay, without benefits and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

14.11 EDUCATION LEAVE

Where the Employer requires an employee to attend an education course or seminar or where an employee is required to upgrade as a result of changes in job requirements, the employee shall attend with pay and the Employer shall pay all related costs. Such payment shall be made upon

the employee submitting proof of attendance at such course along with such expense receipts as may be necessary.

Where an employee wishes to enroll in job-related education or upgrading approved by the Employer, the Employer will pay course fees in advance. If the employee fails to pass or does not complete the course, the Employer shall deduct the prepaid course fees from the employee's pay.

Should an employee leave the service of the Employer within six (6) months of the completion of the course, prepaid course fees shall be deducted from the employee's final pay cheque.

14.12 TEMPORARY LEAVE REPLACEMENT

A permanent employee, if qualified, shall be eligible to temporarily replace another permanent employee on maternity leave or general leave of absence. At the end of the leave, all employees who exercised that option shall return to their regular positions.

14.13 PRESIDENTS LEAVE

In the event that a member of CUPE Sub-Local 2403 – Dawson Creek Municipal Library is elected Union President, the parties agree that the Union President shall be granted one day per week from their regular duties to attend Union Business.

The day of the week upon which this day falls shall be mutually agreed between the parties. The day shall not fall on a holiday or regularly scheduled day of rest for the President. It is the intent of the parties to schedule regular Union commitments on this day. This will include the meetings of committees the President is a member of, such as the Labour-Management Committee, the Labour Management Harassment Advisory Committee, and Job Evaluation Committee.

If the President is unavailable, this day shall apply to the President's designate.

The Employer shall pay wages for the President for activities conducted in accordance with this Collective Agreement. Wages for all other activities conducted by the President while on President's Leave shall be paid by the Union.

14.14 COMPASSIONATE CARE LEAVE

Compassionate Care Leave is available for employees to care for an immediate family member who is terminally ill. Employees may take up to 27 weeks of unpaid time for this leave within a 52 week period. In order to access this leave, employees must provide a medical certificate that states the family member has a serious medical condition and is at risk of death within 26 weeks. This leave can end:

- On the last day of the week in which the family member dies;
- After the employee has used all 27 weeks in a 52 week period; or
- 52 weeks after the period has begun.

14.15 COVID-19 VACCINATION LEAVE

Employees may take up to three (3) hours of paid leave to be vaccinated against COVID-19, which comes out of the employee's sick bank. This leave is available for each dose of the vaccination.

ARTICLE 15 – SENIORITY

15.01 SENIORITY

Seniority with ability shall prevail for all employees.

15.02 SENIORITY TO BE LOST

Seniority shall be lost by discharge, voluntary quitting, or after a layoff of one (1) year. Voluntary termination of employment to attend an education institution shall not be construed as voluntary quitting providing the employee returns to work within one (1) year, and no loss of seniority will ensue except that an employee who quits to attend an educational institution shall not accumulate seniority while at such an institution.

15.03 LOSS OF SENIORITY

An employee who is laid off shall lose their seniority if they withdraw their contributions to the Superannuation Fund.

15.04 SENIORITY LIST

When an employee completes their probationary period, their name shall be established on the seniority list. The employee's seniority from that point forward shall be equal to the number of hours worked or on approved leave of absence that have passed since the date of hire, and shall be broken only as per Articles 15.02 and 15.03 of this Agreement.

ARTICLE 16 – LAYOFFS AND REHIRING

16.01 LAYOFF DEFINED

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work defined in this Agreement.

16.02 ROLE OF SENIORITY IN LAYOFF

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing the remaining employees can perform the work available. No employee shall use the provisions of this Article to gain a promotion.

16.03 NOTICE OF LAYOFF

- (a) All employees who are laid off shall be given at least one (1) weeks notice in writing but, by mutual agreement, an employee may continue to work on a day-to-day basis after the day of layoff stated in the said notice and no further notice will be required in such cases.

- (b) Employees having completed six (6) months continuous service who are laid off for a period exceeding thirteen (13) weeks shall receive two (2) weeks written notice. Employees having completed three (3) consecutive years of service shall receive one (1) additional week notice and for each subsequent year of service, one (1) additional week of notice to a maximum of eight (8) weeks.
- (c) The Employer may elect, rather than providing the above notice, to pay the employee the equivalent weeks pay;

16.04 ROLE OF SENIORITY IN RECALL

Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. Employees who have been laid off and who remain on the seniority list will be re-employed as soon as possible.

16.05 NOTICE OF RECALL

Upon recall of employees, the Employer shall call all employees in order of their seniority and shall send a registered notice to each of the employees so called.

16.06 REPORT FOR WORK

- (a) Every employee shall report to work on the day stated and every employee who fails to report to work on the required day shall have seven (7) days from the date of the registered notice to report his availability and shall actually report on the job within seven (7) days from the date of the registered notice.
- (b) When a registered notice has been return to the Employer, and the employee has failed to report to work, the Employer will be under no obligation to that employee.

16.07 LOSS OF SENIORITY FOR FAILURE TO REPORT

Every employee who fails to report in compliance with the preceding paragraph shall lose all seniority rights under this Agreement, unless otherwise prevented from complying with the above due to accident or illness, in which case the employee will be required to show medical proof.

16.08 LAID-OFF PROBATIONARY EMPLOYEES

Probationary employees shall be kept on a list of "laid-off probationary employees" and shall be recalled after all employees on the seniority list but prior to the hiring of anyone not on the list of "laid-off probationary employees". Once recalled, probationary employees in this situation will be credited for the purposes of the probationary period, with the amount of the probationary period completed prior to the original layoff.

ARTICLE 17 – PERMANENT PART-TIME, CASUAL AND TEMPORARY EMPLOYEES

17.01 PERMANENT PART-TIME, CASUAL AND TEMPORARY SENIORITY

Permanent part-time, Casual and Temporary employees shall accumulate seniority in proportion to the hours worked. Approved leaves of absence shall be considered hours worked. Notwithstanding the provisions of 14.09, general leaves in excess of thirty (30) days in total in any calendar year shall not be considered hours worked for the purposes of this clause.

17.02 PERMANENT PART-TIME BENEFITS

Permanent part-time employees shall receive sick leave pursuant to Article 12.03.

The dental plan is mandatory for all eligible employees. The medical plan and extended health benefits are available to all eligible employees but are not mandatory; provided however, that extended health benefits are available only to those enrolled in the basic medical plan.

17.03 IN LIEU OF BENEFITS

Pages, Regular, Temporary or Casual employees, all of whom are ineligible for **certain** benefits and perquisites of this Agreement, shall receive ten per cent (10%) of their rate of pay in lieu of all benefits and perquisites of this Agreement for which they are not eligible, including but not limited to sick leave, medical, dental, extended health and life insurance. **Pages, Regular,** Temporary or Casual Employees shall be paid for vacations and statutory holidays pursuant to the Employment Standards Act.

17.04 ROTATION OF ADDITIONAL WORK

Qualified permanent part-time employees shall be offered additional work on a rotation basis at straight time before hours are offered to a casual employee. Additional shifts and hours will be offered to the senior bargaining unit employee first, until such time as that employee has accepted a shift, after which, they shall be placed at the bottom of the list for the next instance of additional work. Should the senior employee choose not to accept the extra shift, it will be offered to employees in descending order of bargaining unit seniority until the shift is filled. It is the responsibility of the employee to provide contact information to the Employer for use to offer additional work. If the employee cannot be contacted on the first attempt to contact them at the number provided, the employee has ten (10) minutes to respond. After ten (10) minutes of no response they will be deemed to have declined. The Employer will continue down the list of qualified permanent part-time employees.

ARTICLE 18 – JOB POSTING AND CLASSIFICATION

18.01 NOTICE OF VACANCY

Where a job vacancy occurs within the bargaining unit, notice shall be conspicuously posted in all work locations for a minimum period of ten (10) working days, so that all employees may be made aware of the job vacancy. The notice shall set out the position outline, qualifications required for the job, classification and wage rate.

18.02 APPOINTMENT

The Employer shall, within five (5) calendar days of the closing date of the competition for the job vacancy, submit to the Union a copy of the posting along with the names of all Union members who have applied for the job. Within seven (7) working days after closure of the posting, all Union applicants shall be notified of the appointment, cancellation or further disposition of the posting.

18.03 METHOD OF PROMOTION

Both parties recognize the principle of promotion within the service of the Employer; and therefore, in making transfers or promotions the Employer shall determine the fitness, willingness, and ability of the applicants as these factors apply to the position outline in question.

Should these factors be relatively equal for more than one applicant, the applicant with the greatest seniority shall gain the promotion or transfer.

18.04 ON-THE-JOB TRAINING

The Employer agrees with the principle of providing an opportunity for employees to receive on-the-job training to facilitate qualification for promotion, in the event of a vacancy arising in a position senior to his own.

18.05 MANAGEMENT POSITION

Any vacancy which involves direct supervision of bargaining unit employees shall be posted in all work locations. For such postings, the provisions of Articles 18.01 and 18.02 will not apply.

18.06 EMPLOYER TO NOTIFY UNION

- (a) The Employer shall notify the Union in writing of all appointments, layoffs, transfers, recalls, terminations and rate changes within the unit.

18.07 TRIAL PERIOD

An employee who is promoted or transferred to another position will serve a trial period of forty-five (45) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

18.08 JOB CLASSIFICATIONS

When the duties in any classification are changed or increased, or where the Union and/or the employee feels they are unfairly or incorrectly classified, or when any position not covered by this Agreement is established during the term of this Agreement, the Employer shall:

- (a) write or re-write the job description.
- (b) discuss the job duties with the Union; and
- (c) negotiate the rate of pay with the Union.

If the parties are unable to agree on whether the employee is correctly classified, the job description accurately describes the duties assigned, or on the rate of pay in question, such dispute shall be submitted at Step 3 of the grievance procedure provided herein.

Existing classifications shall not be eliminated without mutual agreement. This does not preclude the position being vacated.

If an employee is paid in a classification above his established classification for seventy-five percent (75%) or more of total hours worked over each one (1) year period beginning January 1st, the employee shall be reclassified to the higher position.

18.09 JOB DESCRIPTION

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall

become the recognized job descriptions unless the Union presents written objection within thirty (30) days. Such Job descriptions may be amended by mutual agreement at any time should the principal duties of the job require such amendment.

ARTICLE 19 – TECHNOLOGICAL CHANGE

19.01 TECHNOLOGICAL CHANGE

Section 54 of the Labour Code applies should the Employer introduce a technological change that negatively affects the security of employment of two (2) or more permanent employees.

ARTICLE 20 – LABOUR-MANAGEMENT COMMITTEE

20.01 LABOUR-MANAGEMENT COMMITTEE

A Labour-Management Committee shall be appointed, consisting of two (2) representatives each from the Union and the Employer.

The Committee shall meet no less than every two (2) months. The Committee shall have the power to make recommendations to the Union and to the Employer.

Time spent by employees in carrying out the functions of the Committee shall be considered time worked.

ARTICLE 21 – DISCIPLINE AND PERSONNEL FILES

21.01 JUST CAUSE

No employee shall be disciplined without just cause.

21.02 NOTIFICATION

Employees shall be notified in writing of the grounds for discipline. With the consent of the employee, the Union shall receive a copy of such notice.

21.03 PERSONNEL FILE

An employee shall have the right to have access to and review their personnel file upon making an appointment with the party so designated, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

There shall be only one personnel file and that file shall be kept by the Head Librarian or their delegate.

21.04 REMOVAL OF DOCUMENTS

After eighteen (18) months time, any disciplinary documents will be removed from the employee's personnel file and destroyed. Notwithstanding the above, all disciplinary documents related to like events shall remain on file until the expiration of eighteen (18) months from the date of the latest such document.

21.05 REFUSAL TO CROSS PICKET LINES

Just cause for discharge or suspension shall not include the employee's refusal to cross a picket line they believe to be legally constituted; provided however, that the employee will immediately report their refusal to cross the picket line to their supervisor.

21.06 NOTICE OF DISCIPLINE TO FOLLOW

Whenever the Employer deems it necessary to censure an employee in a manner indicating that discipline may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within ten (10) days thereafter give written particulars of such censure to the employee involved. With the consent of the employee, the Union shall receive a copy of such notice.

21.07 WARNING SLIP

An employee signing a warning slip does so only to acknowledge receipt of the slip and not to indicate his agreement with the enclosed particulars of the warning.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 GRIEVANCE PROCEDURE

It is agreed that any grievance or dispute arising out of the interpretation and/or the application of this Agreement that may arise during the life of this Agreement shall be promptly discussed and the parties hereto will diligently co-operate in an effort to adjust such grievance at the earliest possible time.

22.02 EMPLOYEE GRIEVANCE

Notice of any grievance or dispute must be given to the Employer within two (2) working days of the occurrence. The agreed procedure for adjusting all grievances or disputes shall be as follows:

- Step 1 - By discussion between the employee or employees concerned and the Library Manager. The employee shall have the right to have a Union Shop Steward present if they so request.
- Step 2 - In the event of failure to reach an agreement under the provisions of Step 1, the matter shall be submitted as a written grievance within seven (7) working days to the Library Manager who shall discuss the dispute with the employee or employees concerned and a Shop Steward.
- Step 3 - Upon failure to reach an agreement under the provisions of Step 2, the grievance shall be submitted in writing within thirty (30) calendar days to the Library Board who shall discuss the dispute with the employee or employees concerned and a Shop Steward or other Union representative at a hearing for this purpose.
- Step 4 - Upon failure to reach an agreement under Step 3, the dispute or grievance shall be submitted to a neutral Arbitrator whose decision shall be final and binding on all parties.

22.03 POLICY GRIEVANCE

Grievances related to the general interpretation or application of the Collective Agreement may be filed by the Union or the Employer. These grievances shall start at Step 2 of the Grievance Process

22.04 ARBITRATORS

(a) Failure to Appoint an Arbitrator

If the parties fail to agree upon a neutral Arbitrator within fifteen (15) days, excluding Saturdays, Sundays and general holidays, after one (1) party has served written notice on the other party of its intentions to refer the matter to a neutral Arbitrator, the Minister of Labour will be requested to appoint a neutral Arbitrator.

(b) Arbitrator's Decision

The decision of the Arbitrator shall be final and binding on the parties and shall be applied forthwith.

(c) No Alteration of Agreement

The decision of the Arbitrator shall be specifically limited to the matter submitted to them and they shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

(d) Cost of Arbitrator

The cost of the Arbitrator will be borne equally by the Union and the Employer.

22.05 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 work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement.

Therefore, no Steward shall leave their work without obtaining permission of the supervisor and such permission shall not be unreasonably withheld.

22.06 TIME OFF DUE TO GRIEVANCES

A representative of the Union in the employment of the Employer shall not suffer any loss of pay or benefits for time involved in grievance and arbitration during his scheduled working hours.

22.07 TIME LIMITS

Time limits mentioned in the grievance and arbitration Article do not include part of a day or statutory holidays of this Agreement and may be extended by agreement in writing by the parties.

22.08 EXPEDITED ARBITRATION

- (a) The parties shall determine by mutual agreement those grievances that are to be referred to expedited arbitration. Grievances to be referred to expedited arbitration shall be

scheduled within one (1) month, if possible. The hearings shall be held at a mutually agreed upon location and facility.

- (b) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (c) Prior to rendering a decision, the parties may mutually request the arbitrator to assist them in mediating a resolution to the grievance. Where the mediator fails to mediate a settlement after being requested by the parties to do so, an arbitral decision shall be rendered as contemplated herein.
- (d) Expedited arbitration decisions shall be completed and sent to the parties within (10) working days of the hearing, if possible.
- (e) The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrators who act as sole arbitrators under this section shall be agreed to by the parties. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the *Labour Relations Code*.
- (f) The decision of the arbitrator shall be final and binding on the parties. All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions of the arbitrator shall have no precedent value and shall not be referred to by either party in any subsequent hearing of any kind.
- (g) The parties agree that there shall be no use of lawyers in these hearings.

ARTICLE 23 – SAFETY AND HEALTH

23.01 RIGHT TO REFUSE

- (a) An employee may refuse to carry out any work process or operate any tool or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person, or where it would be contrary to any applicable health and safety legislation or regulations.
- (b) An employee refusing work under subsection (a) shall forthwith report the circumstances of the unsafe condition to his supervisor. If the supervisor does not agree that an unsafe condition exists, the employee may request that the matter be investigated by both an Employer representative and Union member of the Health and Safety Committee. If this investigation does not resolve the matter, it shall be referred to an Officer of the Workers' Compensation Board whose decision shall be final and binding.
- (c) No employee shall be permitted to work on a job which another employee has refused until the matter is investigated and resolved as outlined in subsection (b).
- (d) No employee shall be subject to disciplinary action because they have refused work under this section. Temporary assignment to alternative work at no loss in pay to the employee until the matter is resolved shall not be deemed to constitute disciplinary action.

23.02 DISCLOSURE OF INFORMATION

At the request of the Union, the Employer shall, to the extent that such information is available, provide in writing complete safety information on any substance associated with the work environment including but not limited to, potential hazards, maximum exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

23.03 SAFETY AND HEALTH REPORTS, RECORDS AND DATA

The Employer shall provide members of the Health and Safety Committee with the details of every accident or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Employer shall also provide copies of other health and safety records, reports and data, provided to and by the Workers Compensation Board and other government agencies, excluding routine matters.

When an incident occurs where a serious injury could have resulted, the employee(s) involved and/or the Employer shall report details of such incident to the Health and Safety Committee.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 WAGES AND CLASSIFICATIONS

The scale of wages specified in Appendix “A”, Wages and Classifications, attached to and forming part of this Agreement, is based on a minimum and shall not prevent any employee(s) from receiving higher wages than those in the Agreement, nor shall any employee suffer a reduction in the rate of wages on the signing of this Agreement.

24.02 WORK IN A HIGHER CAPACITY

- (a) When an employee is requested to work in a higher category, the higher wage rate shall apply for only the time worked in the higher category, including all overtime worked.
- (b) When the Librarian is absent in excess of one (1) day, the employee replacing the **Library Manager** shall receive ten percent (10%) of her regular rate per hour in addition to their regular rate of pay, retroactive to the first day of absence.

24.03 SHIFT DIFFERENTIAL

Employees assigned to shift work, wholly or partly outside the regular working day defined in Article 7.02 or regular working week defined in Article 7.01, shall be paid shift differential of four percent (4%) of the employee's regular hourly rate in addition to their hourly rate of pay for all hours worked.

24.04 LONG SERVICE BONUS

In addition to the wages listed in Appendix “A” a full-time employee shall receive an additional:

- 1 ¼ hours per month for 5 years service
- 1 ¾ hours per month for 10 years service
- 2 ¼ hours per month for 15 years service
- 2 ¾ hours per month for 20 years service
- 3 ¼ hours per month for 25 years service
- 3 ¾ hours per month for 30 years service

4 ¼ hours per month for 35 years service

4 ¾ hours per month for 40 years service

These monies shall be payable on the first payroll following December first (1st) of each year starting in the 6th year of employment. Should any employee qualified for this bonus be laid off or voluntarily terminate their employment with the Employer, they may take their accumulated monies at the time of layoff or quitting.

Employees starting from the first (1st) to the fifteenth (15th) of any month shall have that month counted as a full month of employment. Employees starting after the fifteenth (15th) of any month shall not have any portion of that month counted for purposes of this clause. Such formula shall apply in reverse to employees leaving the employ of the Employer.

ARTICLE 25 – GENERAL

25.01 LISTS TO BE POSTED

The following lists shall be posted in a conspicuous place:

- (a) Name of employees, in order of seniority, with date of hire given and with employee's job classification listed, to be updated every six (6) months.
- (b) List of accumulated sick days for each employee, to be updated every six (6) months.
- (c) List of holiday entitlement, including any deferred holidays, for each employee to be updated every six (6) months.
- (d) List of all overtime worked to date in the calendar year for each employee, to be updated semi-annually.
- (e) List of laid-off probationary employees, to be updated annually on November 1st.

Dates for semi-annual postings shall be April 15 and October 15.

25.02 TIME SHEETS

A copy of the employee's original time sheet shall be provided to the employee if they so request. If a correction is to be made to his time sheet, the employee, upon request, shall receive a copy of the corrected time sheet.

25.03 BULLETIN BOARDS

The Employer shall provide a bulletin board at each work location, upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25.04 STAFF MEETINGS

The Employer shall hold one (1) staff meeting per year for all employees except pages. The employees will be given a minimum of two (2) weeks notice for the meeting, and shall be paid their regular rate for the hours in attendance at the meetings.

25.05 DIRECT DEPOSIT

The Employer shall ensure that an employee's pay is deposited in those accounts specified by the employee no later than 12:00 o'clock noon on the day such pay falls due. A pay stub showing all earnings and deductions will be provided to the employee by 4:30 p.m. of that day. Participation in Direct Deposit is mandatory for all employees.

25.06 PAY SLIPS

Within ninety (90) days of ratification, a record of Annual Vacation entitlement, available Sick Leave and available Family Responsibility Leave shall be printed out on each Employee's bi-weekly pay slip.

25.07 DAWSON CREEK MUNICIPAL PUBLIC LIBRARY MEETINGS

Unionized Library Staff shall attend an annual planning session with the Library Board each year to offer their contributions to this planning session.

The Union President and Recording Secretary shall be provided with the current schedule of Board meetings and copies of the Board meeting minutes as they become available.

It is recognized that the Union may provide written submissions to the Library Board for consideration by the Board. The Union may also request to attend a meeting of the Library Board with advance notice.

25.08 NORTHERN RESIDENTS ALLOWANCE

The parties recognize that Dawson Creek is within an area designated by the Federal Government as eligible for Northern Residents Deduction. As long as this designation applies, the employees' T4 slips will show seven percent (7%) of gross earnings [to a maximum of five thousand dollars (\$5000)] in either Box 32 or Box 33 of their T4 slips (not both) – i.e. Box 32 to be used for "other travel" (i.e. vacation or family reasons) and Box 33 to be used for "medical travel". The purpose of placing this amount on the T4 is to allow the employees to get tax relief in regard to such expenses when they file their tax returns.

On or Before December 31st each year, employees shall notify the Employer, in writing, as to how they wish to allocate the maximum five thousand dollar (\$5000) amount – how much of the maximum amount of the employee wishes to allocate in Box 32 and how much of the maximum amount to be allocated to illness travel in Box 33. If an employee does not provide such notification to the Employer by December 31st each year, the full maximum amount (\$5000) shall be allocated to in Box 32. The employee will be solely responsible for ensuring that only eligible expenses are submitted on the employee's income tax return. The parties agree that no employee shall realize a wage increase or reduction as a result of this provision.

ARTICLE 26 – LIFE OF AGREEMENT

26.01 LIFE OF AGREEMENT

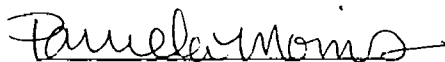
- (a) This Agreement shall take effect **January 1, 2023** and shall remain in effect until **December 31, 2026**.
- (b) The terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal Agreement. During any period of strike or lockout, the terms and conditions of this Agreement shall be suspended. If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.
- (c) Section 47 of the *Labour Relations Code* shall not apply.
- (d) During the life of this Agreement, during any grievance or arbitration proceedings, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppage of work on the part of the employees, nor any lockout of any employees on the part of the Employer.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the
25 day of September, 2023.

FOR THE DAWSON CREEK MUNICIPAL
PUBLIC LIBRARY BOARD

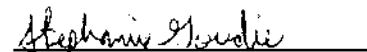


Kim Erickson, Chair Person



Pam Morris, Head Librarian

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 2403:



Stephanie Goudie, President



Laurie Youb, Library Shop Steward

APPENDIX "A"

Wages and Classifications	1-Jan-23 5%	1-Jan-24 4%	1-Jan-25 4%	1-Jan-26 3%
Assistant Librarian	\$37.99	\$39.51	\$41.09	\$42.32
Library Assistant 3 (PT)	\$28.64	\$29.79	\$30.98	\$31.91
Library Assistant 2 (PT)	\$26.99	\$28.06	\$29.19	\$30.06
Library Assistant 1 (PT)	\$26.82	\$27.89	\$29.01	\$29.86
Page	\$17.75	\$18.46	\$19.20	\$19.77
Summer Intern Student (PT)	\$20.32	\$21.13	\$21.98	\$22.63

LETTER OF UNDERSTANDING

Between

DAWSON CREEK MUNICIPAL PUBLIC
LIBRARY BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2403, LIBRARY UNIT

USE OF PERSONAL VEHICLES

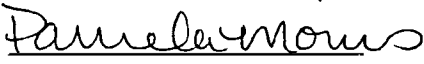
The parties agree that Employees required to use their personal vehicles to conduct the business of the Library shall be paid **\$0.61** per kilometre.

Dated this 25 day of September, 2023.

**FOR THE DAWSON CREEK MUNICIPAL
PUBLIC LIBRARY BOARD**

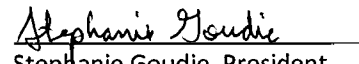


Kim Erickson, Chair Person




Pam Morris, Head Librarian

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 2403:**



Stephanie Goudie, President



Laurie Youb, Library Shop Steward