

COLLECTIVE AGREEMENT

BETWEEN

THE MACKENZIE PUBLIC LIBRARY BOARD
(hereinafter referred to as "the Employer" or "the Library Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3706-04
(hereinafter referred to as "the union")

Effective January 1, 2024 – December 31, 2026

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ARTICLE 1 PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

1. To promote and maintain harmonious relations between the Library Board and the employees and provide settled and just conditions of employment.
2. To set forth and recognize the mutual value of joint discussions regarding rates of pay, hours of work and other conditions of employment for all employees in the bargaining unit.
3. To encourage efficiency in operations and service to customers.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 1A DEFINITIONS

Employee: means any person defined as such by the Labour Relations Board certification order who is employed by the Library Board save and except those persons excluded from the bargaining unit by the Labour Relations Board or by mutual agreement of the parties.

Full-time employee: means an employee who is scheduled to a regular full-time schedule of 7 ½ hours per day and 37 ½ hours or 5 days per week. Full-time employees receive all benefits and paid time off as outlined in the collective agreement. Full-time employees receive 5% of gross annual wages in lieu of pension entitlement.

Part-time employee: means an employee who is scheduled to work less than a full-time schedule. While part-time employees may work 7 ½ hours per day or 37 ½ hours per week, they do not do so on a regular basis. Part-time employees who are scheduled on a regular basis to work 20 hours or more per week qualify for benefits and paid time off as outlined in the Collective Agreement. Part-time employees who work less than 20 hours per week receive 4% (6% after 5 years of employment) in lieu of vacation entitlement.

Casual employee: Casual employees are on-call employees who may be called at the discretion of the Library Board to fill in for scheduled or unexpected absences. Casual employees do not accrue seniority and they receive 4% (6% after 5 years of employment) in lieu of vacation entitlement.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes the right of the Library Board to operate and manage the government of the Library in accordance with its commitments and responsibilities, including the right to direct its work forces, hire, transfer, discipline and discharge employees for just cause.

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

2.02 Not Discriminatory

The Library Board agrees that it will not exercise any of its management rights in a discriminatory manner.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Library Board, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees and its Local 3706-04 as the sole collective bargaining agent for employees as certified by The Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Person(s) whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, where the engagement of such person(s) would result in the lay off or reduction in hours of work of any bargaining unit employee.

It is understood that from time to time the Library Director may perform some of the duties normally assigned to bargaining unit employees.

3.03 Excluded from the Unit

The following position is to be excluded from the bargaining unit: Library Director

3.04 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Library Board or their representative which may conflict with the terms of the Collective Agreement.

ARTICLE 4 HUMAN RIGHTS

4.01 General

The Library Board and the Union do not condone personal harassment, discrimination or sexual harassment. **The parties agree to uphold all applicable legislation related to bullying, harassment and discrimination including the BC Human Rights Code, and Worksafe BC regulations.**

Bullying and harassment includes any inappropriate conduct or comment that a person knew or reasonably ought to have known would be humiliating or intimidating. Bullying and harassment excludes reasonable actions taken by a supervisor relating to managing the workforce. The conduct may be written, verbal, physical, online or electronic, a gesture or display, or any combination of these.

4.02 Discrimination in Employment

There shall be no harassment or discrimination against any employee regarding hiring, wages, training, promotion, transfer, layoff, recall, discipline, discharge, nor by reason of **their** membership or activity in the Union or any other reason, nor by reason of race, colour, ancestry, place of origin, political affiliation or activity, religion, physical or mental disability, sex or age of that person, sexual orientation, marital or parental status, family relationship, physical or mental disability unless there is a bona fide occupational requirement upon which a refusal, limitation, specification or preference must be made.

4.03 Complaints, Investigation and Education

The Library Board agrees to make all management personnel and employees aware that:

- a. Complaints of Human Rights issues may be made to the **Library Director** or the **Chair of the Library Board**, who shall attempt to resolve the complaint.
- b. That an investigation and ultimate remedy shall be timely and appropriate.
- c. That a written response by the **Library Director/Chair of the Library Board** shall occur within 10 working days of the complaint.
- d. Acts of discrimination or harassment may be subject to disciplinary action.
- e. The Library Board also agrees that when appropriate it shall include the subjects of discrimination and sexual harassment in appropriate training sessions.

ARTICLE 5 UNION MEMBERSHIP

All employees of the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union. As a condition of employment, all new bargaining unit employees shall become and remain members in good standing of the Union

within thirty days of employment.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Library Board shall deduct from every employee monthly union dues or initiation fees, in accordance with the Union Constitution and By-laws. As a condition of employment, each employee must be a member of the union.

6.02 Deductions

Deductions shall be forwarded in one cheque to the Union, not later than the 10th day of the month following that for which the dues were deducted. The cheque shall be accompanied by a list of the names from whose salary the deductions were made, the amounts of the deductions which have been made, and a breakdown of the deductions from regular straight time wages.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Library Board shall include the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 NEW EMPLOYEES

7.01 New Employees

The Library Director agrees to tell new employees in the bargaining unit that a Union Agreement is in effect, that they are bargaining unit members of CUPE Local 3706-04 as a condition of employment and that the Library will deduct the appropriate amount of dues off of each paycheque.

7.02 Employee Orientation

A Union Representative shall be provided with one half (1/2) hour with each new employee at no loss of pay to provide a Union orientation. Such time to be determined by the Employer.

ARTICLE 8 CORRESPONDENCE

The President of CUPE, Local 3706-04 will be copied on correspondence that results from matters related to the terms and conditions of this Collective Agreement.

ARTICLE 9 LABOUR/MANAGEMENT COMMITTEE

9.01 Establishment of the Committee

A Labour/Management Committee shall be established, consisting of the President of CUPE, Local 3706-04, one Library employee, **the Library Director and one Library Board member**. The Union and Library Board recognize the importance of this Committee and jointly commit to the exchange of information and ideas relating to labour/management issues.

9.02 Purpose and Jurisdiction of the Committee

Without limiting the purpose of the Committee, it shall concern itself with improving relations between the Employer and its employees; improving service to the citizens of Mackenzie and area; promoting health and safety; and correcting matters of mutual concern. The Committee shall not alter or amend provisions of the Collective Agreement or deal with matters that have been grieved, or that could be the subject of a grievance, pursuant to the terms of the Collective Agreement.

The Committee does not have the power to bind either the Union or the Employer to any decisions or conclusions but can only make recommendations to both parties.

9.03 Meetings of the Committee

Issues regarding how meetings are called, occurrences of meetings, and structure of the meeting shall be decided by the Committee.

ARTICLE 10 BARGAINING REPRESENTATION

One Library employee representative of the Union shall have the right to attend Bargaining Committee meetings, held within working hours without loss of remuneration.

In order to recognize the shift nature of the Library Board's operations, on a day that Bargaining takes place a Bargaining Committee member shall not be required to work a shift that starts or finishes on a calendar day in which negotiations take place.

In the period of (6) six months prior to the termination of this Collective Agreement the representative to the Union Bargaining Committee shall be entitled to (3) three days off without pay to prepare for negotiations.

In these cases, the employee will receive **their** normal pay, and the Library Board will bill the Union for the time lost.

ARTICLE 11 LIBRARY BOARD MEETINGS

Regular Library Board meetings agendas and signed minutes will be posted on the bulletin board provided for union business.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Recognition of Union Steward

In order to provide an orderly and speedy procedure for the settling of grievances, the Library Board acknowledges the rights and duties of a Union Steward. The Steward may assist any employee which the Steward represents, in preparing and presenting **their** grievance in accordance with the grievance procedure.

The Library Board agrees that the Steward 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 recognizes that each Steward is employed by the Library Board and that he/she 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 the permission of **their** supervisor, and such permission will not be unreasonably withheld.

12.02 Time Off Due to Grievance

The Union Steward, grievor and witness(es) shall not suffer any loss of pay or benefits for the time involved in grievance and arbitration proceedings that occur during scheduled working hours.

12.03 Name of Steward

The Union shall notify the Library Board in writing of the name of the Steward before the Library Board shall be required to recognize him/her.

12.04 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. A grievance shall be submitted in writing and signed by the grievor setting out the article(s) allegedly violated and the settlement that is sought.

12.05 Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner. The Steward **shall** be present at all stages, and the grievor shall have the right to be present at each step of the grievance procedure.

- Step 1 - The employee is encouraged to make an earnest effort to resolve the grievance within (10) ten days of becoming aware of the problem, directly with the Library Director. The Library Director will reply as to the disposition of the grievance in writing within (5) five management working days.
- Step 2 - Failing satisfactory resolve at the first step, the Union may submit the grievance in writing to the Chair of the Library Board within (10) ten working days. The Chair of the

Library Board will hold a grievance meeting between the parties within (5) five management working days of receiving the grievance, and will reply in writing within (5) five management working days of having heard the grievance. **The chief shop steward of CUPE Local 3706, or their designate shall be included in this meeting.**

Step 3 - Failing satisfactory settlement at Step 2, the grievance may be referred to Arbitration within (10) ten working days of receipt of notification of the Chair of the Board's decision. The referral notice will be in writing to the Chair of the Library Board.

12.06 Policy Grievance

Where a dispute involving a question of general application occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be by-passed.

12.07 Time Limits

All time limits may be extended by mutual agreement of the Library Board and Union in writing.

12.08 Witnesses

At any stage of the grievance procedure or arbitration, the parties shall have the assistance of the employee(s) involved, and any necessary witnesses, as well as representatives of the Canadian Union of Public Employees, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Mackenzie Public Library to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 ARBITRATION

13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party and will indicate the name and address of its appointee to the arbitration board. Within (10) ten days thereafter, the other party shall answer in writing, indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial chairperson.

13.02 Failure to Appoint

If the (2) two appointees fail to agree upon a chairperson within (10) ten days of their appointment, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau upon request of either party.

13.03 Single Arbitrator

The Parties may mutually agree to the use of a single arbitrator within the time limits noted above. If the parties fail to agree on the name of the single arbitrator, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau upon request of either party.

13.04 Expenses of the Board

Each party shall pay the fees and expenses of its appointee and one-half of the fees and expenses of the chairperson.

ARTICLE 14 CROSSING OF PICKET LINES

The employees covered by this agreement shall not be disciplined for failing to come to work as a result of not crossing a picket line that has resulted from a legal strike.

ARTICLE 15 SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service that full-time and part-time employees have with the Library Board in the bargaining unit from date of hire, and shall include service with the Library Board prior to the certification of the Union.

15.02 Seniority List

The Library Board shall maintain a current and up-to-date seniority list at all times. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January and in July of each year.

15.03 Probation for Newly-Hired Employees

- a. All new employees shall be hired on probation. The probationary period is to continue for three (3) working months from the date of hiring which, in the case of part-time employees, is defined to be the lesser of four hundred and fifty (450) working hours or (5) five calendar months. During the probationary period employees shall be entitled to all rights and privileges of the agreement except as limited in other articles of the collective agreement.
- b. The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position which he/she is placed in a probationary capacity. After successful completion of the probationary period, seniority shall be effective from the original date of hire.

15.04 Retention and Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff, or leave approved by the Library Board.

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When the Library Board determines that a new position is created, or that a vacancy of a temporary or permanent nature occurs inside the bargaining unit, a notice of the new or vacant position will be posted on the bulletin board provided for union use for a minimum of one week, to allow members to know about the vacancy or new position.

The qualifications of members of the bargaining unit who apply for the posted position will be given serious consideration before the vacant position is posted externally.

Probationary employees are not permitted to apply for any job postings until the completion of their probationary period under Article 15.03.

16.02 Information in Postings

The posting shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. The qualifications and requirements listed in the posting shall not be arbitrary or discriminatory. All job postings shall be written in gender neutral language.

16.03 Promotions

Both parties recognize:

- a. The principle of promotion within the service of the Library Board
- b. That job opportunity should increase in proportion to length of service and professional development.

When filling posted vacancies, the following factors shall receive consideration: qualifications, experience, skill, ability and seniority. When these factors are equal among applicants for the position, then the most senior employee shall be promoted.

All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion may be subject to the grievance/arbitration articles of this Collective Agreement.

16.04 Trial Period

An employee who has been promoted within the Bargaining Unit shall receive the training necessary to provide a fair and reasonable assessment of their ability to perform the job. The trial period shall be based on the same time periods as set out in Article 15.03. The Library Board shall not curtail the trial period without just cause, before it has run its full course. 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 if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

16.05 On-the-Job Training

No employee will be denied an opportunity for promotion because of the lack of on-the-job training.

ARTICLE 17 LAY OFFS AND RECALL

17.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force.

17.02 Role of Seniority

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

An employee about to be laid off may bump the employee with least seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. Any employee who wishes to bump another employee must advise the Library Board in writing no later than (5) five days after receiving notice of the lay off. Any employee who is bumped shall receive notice in accordance with the general lay off provisions of this Article.

Employees who bump down. will be paid at the applicable rate of pay for the job classification that they are bumping into.

17.03 Recall Procedure

Laid off employees shall be recalled in the order of their seniority provided that they are qualified to do the work available.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

17.05 Advance Notice of Layoff

- a. Unless legislation is more favourable to the employees, the Library Board shall not lay off an employee without giving the employee, in writing, at least two weeks notice where the employee has completed the probation period under Article 15.03 and, after completion of a period of employment of (3) three consecutive years, one additional weeks notice, and for each subsequent completed year of employment, an additional weeks notice, up to a maximum of (8) eight weeks notice;
- b. When the Library Board lays off an employee, the employee may, instead of notice required to be given under Article 17.05(a), accept severance pay equal to the period of notice required. Payment under this clause does not relieve the Library Board from making any other payment to which the employee is entitled under the Employment Standards Act or the Collective Agreement.

An employee accepting payment under this Article loses all bumping and recall rights.

17.06 Grievance of Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

17.07 Continuation of Benefits

The Library Board agrees to pay the monthly premiums up to (3) three months to the Medical Plan, Extended Health Plan, and Dental Plan, for employees with one or more years of service who are eligible for or in receipt of benefits at time of layoff. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided that the plans permit such coverage. Employees who accept severance pay are not entitled to continuation of benefits under this Article.

ARTICLE 18 HOURS OF WORK

18.01 Regular Daily Hours

Full-time Employees - Scheduled to 5 consecutive days in a week for 7 ½ hours per day between 8:00 am and 8:00 pm.

Part-time Employees- Scheduled, on a regular basis, to less than 5 days in a week and less than 7 ½ hours per day between 8:00 am and 8:00 pm.

Casual Employees - Not scheduled on a regular full-time or part-time basis between 8:00 am and 8:00 pm.

It is agreed that the determination of regular work hours and schedules shall be made by the employer and such schedules may change from time to time in consideration of service to the public. **When changing shifts for a full-time employee the Employer shall provide a minimum of 14 days' notice of such change to the employee.**

For special events only, and with the agreement of the employee, shifts may be adjusted to end as late as 10:00 pm. The employer and employee may mutually agree to change schedules to address short term concerns as they arise.

18.02 Lack of Work - Minimum Pay

In the event of a full time employee starting work in any day and being sent home, he/she shall be paid for a minimum of (4) four hours. In the event that a full time employee reports for work but is sent home before commencing work, he/she shall be paid for (2) two hours at regular rates.

Part time employees who report for work and commence work shall receive four (4) hours pay if they are scheduled to work a 7 ½ hour day. In the event that a part-time employee reports for a 7 ½ hour day but is sent home before commencing work, he/she shall be paid for (2) two hours at regular rates.

18.03 Break Period

Employees working (4) four to (5) five hours per day shall receive a paid (15) fifteen minute rest period to be taken as close to the middle of the shift as is practicable, without affecting service to the public.

Employees working more than (5) five hours per day shall take a one-half hour unpaid meal break to be taken as scheduled, without affecting service to the public.

Employees who are scheduled to work a 7 ½ hour day, shall receive a paid (15) fifteen minute rest period in the first half of the shift and a paid (15) fifteen minute rest period in the last half of the shift in addition to a one-half hour unpaid meal break to be taken as scheduled, without affecting service to the public. **By mutual agreement by the employer and the employee, an employee scheduled to work a 7 ½ hour day may combine their 15 minute breaks and their half hour lunch.**

18.04 Extra Hours for Casual and Part-time Employees

When the Employer determines that extra hours have become available, then the extra hours will first be offered to the Casual Employee. These extra hours will continue to be offered to the Casual Employee until the hours worked are equal to the lowest scheduled hours of the Part-time Employees in that pay period.

When these hours have been exceeded or if the Casual Employee is already working, cannot be contacted, or refuses the extra hours, the extra hours will then be offered to Part-time Employees by seniority on a rotational basis.

If a Part-time Employee is already working, cannot be contacted, or refuses the extra hours, then the next Part-time Employee on the rotation will be contacted.

Extra hours will not be offered if it results in overtime.

ARTICLE 19 OVERTIME RATES

Overtime at the rate of time and one-half will be paid for all hours worked over (7 ½) seven and one-half hours per day or (37 ½) thirty-seven and one-half hours per week.

Double time will be paid to all employees who work in excess of (10) ten hours in a day of work.

Overtime at the rate of double time will be paid to full-time employees who work on their designated day off.

Overtime may be banked up to a maximum of one hundred (100) straight time hours.

Statutory Holiday pay may be banked to a maximum of four straight time 7 ½ hour days.

An employee may use banked time as additional paid leave at a mutually agreed upon time.

The cutoff to access banked overtime is the last day in the pay period that includes November 1st. Pay out of the banked overtime will occur in the pay period that includes November 1st.

An employee may seek authorization to use banked time between November 1st and December 31st to minimize banked overtime pay out. Such authorization will not be unreasonably denied. In the event such approved banked time off is cancelled by the employee it will be paid out.

Upon request, banked overtime shall be paid out within fourteen (14) days of an employee's request.

Overtime payouts and banked time will be paid at the same rate as accrued.

ARTICLE 20 PERSONNEL RECORDS

Every employee has the right to have access to **their** personnel record during normal Public Library office hours and to make copies of any documents contained therein. Employees and/or the Union on behalf of an employee shall have the right to respond in writing to any document contained therein. Such replies shall become part of the permanent record. Any dispute as to the contents of the employee's personnel record may be subject to the grievance procedure, and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record, of which the employee was not aware at the time of filing of a grievance, may be introduced as evidence in any hearing.

The personnel records of an employee or former employee shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned, unless the release of information is required by any statute, regulation, court, or legal order.

ARTICLE 21 PAID HOLIDAYS

21.01 Paid Holidays

The employer recognizes the following Statutory Holidays either on the dates that the holiday falls on the calendar or the day on which the Library Board observes the holiday:

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

and any other day proclaimed by the federal, provincial or municipal government as a holiday for the general public.

Full-time employees shall not have their regular wages reduced when a Statutory Holiday falls within their regular work week.

21.02 Payment Procedure

- a. If a statutory or declared holiday falls or is observed during the full-time employee's annual vacation, he/she shall be granted an additional day's vacation, to be taken either immediately before or after the vacation period for such holiday in addition to **their** vacation time;
- b. If a statutory or declared holiday falls or is observed on a day upon which a full time employee, or a part-time employee who is regularly scheduled to work 20 hours or more per week, is not scheduled to work they shall not be paid for that holiday but shall be entitled to take the day with pay in lieu at a mutually agreed time within (2) two weeks after the holiday;
- c. Part time and casual employees will receive pay for statutory holidays on a prorated basis of hours actually worked to regular hours available, using the previous (30) thirty calendar days for the calculation.

21.03 Eligibility

Employees with one month of service shall qualify for holiday pay as long as they work the scheduled day before and the scheduled day after a Statutory Holiday. Employees on layoff or leave of absence without pay are not eligible for paid holidays.

ARTICLE 22 VACATIONS

22.01 Vacation Entitlement

Vacation year shall mean the (12) twelve month period following the anniversary date of employment.

- a. Full time employees are entitled to vacation in accordance with Schedule "B" attached to and forming part of this Collective Agreement. Part-time employees who are scheduled on a regular basis to work (20) twenty hours or more per week will qualify for vacation entitlement in accordance with Schedule 'B' and based upon their regularly scheduled hours.
- b. Part time employees who are scheduled on a regular basis to work less than 20 hours per week and casual employees will have a percentage as set out in Article 22.03 below applied to all hours actually worked.

22.02 Preference in Taking Vacations

- a. Vacation entitlements can only be taken once they have been accrued;
- b. Preference in vacations will be based on seniority **for vacation requests submitted up to March 31st of each year. After March 31st vacation will be granted on a first come first served basis;**
- c. At the time of approving vacation schedules, the **Library Director** shall attempt to arrange time off to conform with the employee's preference. However, in instances where the service to library users would be disrupted, the **Library Director** reserves the right to restrict the number of employees on vacation. Vacations shall be approved within 5 working days of the request **with written notice provided to the employee;**
- d. Once vacation has been approved the vacation shall not be changed without **two week's notice provided to the Library Director;**
- e. Employees who qualify for vacation entitlement must take off the minimum vacation as indicated in the Employment Standards Act but if they earn more than the minimum vacation time they may carry up to a maximum of 2 week's vacation time into their next vacation year.

22.03 Vacation Pay

- a. Vacation pay shall be paid at the employee's regular rate of pay in effect immediately prior to the vacation taken.
- b. Part-time employees who are scheduled on a regular basis to work less than 20 hours per week and casual employees, in lieu of vacation time off, will receive 4% (6% after 5 years) in addition to their regular pay on each pay cheque.

22.04 Other Approved Leaves During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

22.05 No Call Out on Vacation

An employee may be asked to work during their vacation period. The employee is not obligated to agree to work during their vacation period.

22.06 Vacation Record

The Library Board shall record each employee's vacation accrual on that employee's paycheque stubs as it accumulates for employees who qualify for vacation entitlement.

ARTICLE 23 SICK LEAVE

23.01 Sick Leave Defined

Sick leave means the period of time a full-time employee (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers Compensation Act.

23.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of (11) eleven days per year and shall be accumulated monthly.

23.03 Accumulation of Sick Leave

The unused portion of a full-time (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) employee's sick leave shall accrue for future benefits.

23.04 Use of Sick Leave

Employees eligible for Weekly Indemnity Benefits may only use a maximum of (5) five consecutive sick leave days to bridge the waiting period for Weekly Indemnity.

23.05 Illness in the Family

Where no one at home other than the full-time employee (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) can provide for the needs during illness of an immediate member of **their family for whom they are a primary caregiver** (as defined in Article

24.03), a fulltime (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) employee shall be entitled, after notifying **their** supervisor, to use a maximum of (5) five accumulated sick leave days per illness to care for the member of the family who is ill. **Additional time or other circumstances will be reviewed by the Employer on a case by case basis.**

23.06 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave on an hourly basis for hours where a full-time (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) employee is absent from work.

23.07 Proof of Illness

A full-time (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) employee may be required to produce a certificate from a medical practitioner for any illness in excess of (5) five working days, certifying that **they were** unable to carry out **their** duties due to illness.

23.08 Sick Leave During Leave of Absence and Lay Off

When a full-time (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) employee is given leave of absence for any reason, **they** shall receive sick leave credit for the period of such absence on **their** return to work. When a full-time (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) employee is laid off on account of lack of work, **they** shall not receive sick leave credits for the period of such absence but shall retain **their** cumulative credit, if any, existing at the time of such lay off. For the purposes of this agreement Long Term Disability is not considered a leave of absence.

23.09 Extension of Sick Leave

An employee with more than (1) one year of service who has exhausted **their** sick leave credits shall upon request receive an extension of **their** sick leave to a maximum of (5) five working days. An employee who does not request the extension shall be deemed to be on unpaid sick leave. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of the monthly accumulation. No employee shall have **their** services terminated by virtue of having exhausted **their** sick leave credits.

23.10 Sick Leave Records

The Library Board shall record each full-time (or a part-time employee who is scheduled on a regular basis to work 20 hours or more per week) employee's sick leave entitlement and sick leave taken on that employee's paycheque stubs as it accumulates.

23.11 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- a. the care, health or education of a child in the employee's care; or
- b. the care or health of any other member of the employee's immediate family

ARTICLE 24 LEAVE OF ABSENCE

24.01 Leave of Absence for Union Functions

Upon (2) two weeks notice in writing to the Library Director, an employee elected or appointed to represent the Union at conventions, Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, shall be allowed leave of absence with pay and benefits. In these cases, the employee will receive **their** normal pay, and the Library Board will bill the Union for the time lost.

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

- a. The Library Board recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Library Board shall allow a leave of absence without pay and benefits but without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections;
- b. An employee elected to Federal or Provincial office shall be allowed a leave of absence without pay or benefits but without loss of seniority for a single term of office;
- c. An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall be granted a leave of absence without pay or benefits and without loss of seniority for a period of (1) one year. Such leave shall be granted on reasonable notice each year, on request, during **their** term of office.

24.03 Paid Bereavement Leave

The Library Board will provide to every full-time employee (5) five paid days to a maximum of (37½) thirty-seven and one-half hours to be taken consecutively in the event of a death within the immediate family.

Immediate family includes the Employee's Spouse, Common-law Spouse, Fiance(e), Mother, Father, Brother, Sister, Son, Daughter, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Step-Parents, Grandparents, Grandchildren, Step-Children, Great Grandparents and Great Grandchildren, Spouse's Grandparents, Brother-in-law and Sister-in-law, **Aunt, Uncle**, Niece and Nephew.

For part-time employees the payment shall be calculated on a pro rata basis consistent with their regularly scheduled work hours.

When requested by the employee this leave shall be split into two (2) periods for the employee to be able to mourn appropriately at their discretion. The first portion of the bereavement leave will be used within two days of becoming aware of the death if the bereavement is split.

24.04 Pallbearer Leave

One (1) day leave shall be granted without loss of salary, wages or benefits for a full-time employee to attend as a pallbearer.

For part-time employees, the payment shall be calculated on a pro rata basis consistent with their regularly scheduled work hours.

24.05 Medical Leave

All full-time employees (and part-time employees, who are regularly scheduled to work 20 hours or more per week), shall be entitled to (6) six paid travel days to be taken when medical or dental services are not used in Mackenzie. The (6) six days can be taken as (6) six separate days paid or (3) three days at double time. If an employee does not use these travel days he/she will receive one (1) day pay for each day not used, on the last pay period before Christmas.

Employees have the option to use accrued sick leave for medical and dental services not used in Mackenzie after they have exhausted their medical travel. Medical travel may also be used for immediate family members in the care of the employee. The medical leave documentation process must be followed.

24.06 Protection During Maternity

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or discriminated against in her employment because of pregnancy. The Library Board shall not deny the pregnant employee the right to continue her normal duties during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the Library Board will use its best efforts to adjust the employee's job duties to provide continuity of employment until leave is commenced.

24.07 Length of Maternity Leave

- 1. A pregnant employee who requests leave under this subsection, is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
 - a) no earlier than 13 weeks before the expected birth date, and**
 - b) no later than the actual birth date and ends no later than 17 weeks after the leave begins.****

- 2. An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.**

- 3. An employee who requests leave under this subsection after the termination of the**

employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

- 4. An employee who requests leave under this Article is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends.**
- 5. 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 4 weeks before the day the employee proposes to begin leave, and**
 - c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under 24.07 (3).**
- 6. If an employee on leave under 24.07 (2) or (3) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.**

Employees who qualified for benefits prior to going on maternity leave will have their benefits (see Article 24.08 below) continued for up to (9) nine months.

While on maternity leave an employee shall retain her employment status and shall accumulate seniority consistent with their regular work schedule.

24.08 Payment of Employee Benefits During Maternity Leave

During the period of maternity leave the Library Board shall continue to pay medical, dental, long term disability, extended health, accidental death and dismemberment, and group life benefit premiums for any employee who qualified for benefits prior to going on maternity leave.

24.09 Procedure Upon Return From Maternity Leave

When an employee decides to return to work after maternity leave, they shall provide the **Library Director** with at least (2) two weeks notice. On return from maternity leave, the employee shall be placed at least in **their** former position. If the former position no longer exists **they** shall be placed in a comparable position in **their** department with all increments to wages and benefits to which the employee would have been entitled if the leave had not been taken.

24.10 Paternity Leave

- 1. An employee who requests leave under paragraph (a), (b) or (c) of this subsection is entitled to,**
 - a) for a parent who takes leave under this Article in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under Article 24.07,**
 - b) for a parent, other than an adopting parent, who does not take leave under Article 24.07 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and**
 - c) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.**

- 2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 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 4 weeks before the employee proposes to begin leave, and**
 - c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.**

- 4. An employee's combined entitlement to leave under Article 24.07 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under Article 24.07 (3) or subsection (2) of this section.**

24.11 Time Off for Elections

Employees shall suffer no loss of pay while being allowed (4) four consecutive hours during the period of time the polls are open in any federal, provincial, municipal election or referendum.

24.12 Paid Jury or Court Witness Duty Leave

- a. In the event of a full-time employee (or part-time employee, who is regularly scheduled to work 20 hours or more per week), being required to serve on a jury or being called for jury duty, or subpoenaed as a witness, such employee shall receive the difference between his/her regular earnings and the payment he receives for jury service or Court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by a full-time employee or part-time employee, who is regularly scheduled to work 20 hours or more per week required to serve as a Court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay;
- b. When a full-time employee (or part-time employee, who is regularly scheduled to work 20 hours or more per week), is called for jury selection, jury duty or subpoenaed by the Crown as a witness on a case to be heard by the Supreme, County or Provincial Court, and the reporting time is 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 report to work. An employee serving such Court duty shall not be double shifted and as such, an employee spending a full shift day in Court duty shall not be required to work that day. However, an employee spending less than a full shift day in court duty shall be required to complete the remainder of the shift day at work. The employee must notify **their** supervisor at least (24) twenty-four hours prior to the Court reporting time and will continue to keep **their** supervisor informed regarding the length of the Court assignment.
- c. A part-time employee's wages will be calculated on a pro-rata basis consistent with their regularly scheduled work hours.

24.13 Education Leave

The Library Board agrees that it is to the mutual benefit of the Library Board and the employee to improve the educational standards of the work force. Accordingly, the Library Board agrees that employees with (5) five years employment who wish to further their education, shall be permitted education leave without pay and with the option of paying for continued benefits. The employee's seniority will be maintained at the commencement of the leave and reinstated upon the employee's return to work. Only one employee at a time will be permitted this leave, and such leave will be granted only twice to each employee, to a maximum of (1) one year total leave.

24.14 General Leave

Employees shall be entitled to a Leave of Absence without pay and without loss of seniority when they request such leave for good and sufficient cause.

The number of days used under this article shall be limited to fifteen (15) except in such a case where the parties agree to extend the number of days available for this purpose. Such extension shall not be unreasonably withheld.

There shall be no limit to the number of times an employee may access this article.

Employees must take all of their paid time off prior to, or in conjunction with, their General Leave application.

Good and sufficient cause shall mean: Pressing personal, family, legal, and financial affairs or extended vacations. Such request shall be in writing and approved by the Library Director. Such approval shall not be unreasonably withheld.

ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

Employees shall be paid every second Friday in accordance with Schedule A attached hereto and forming part of this Agreement.

The Library Board may not make deductions from wages or salaries unless authorized by the employee, statute, court order, arbitration order or by this Agreement.

The Library Board shall deposit an employee's paycheque in a financial institution of the employee's choice by 12:00 midnight on Thursday of the pay week.

The Library Board shall provide every employee with a detailed statement identifying all hours worked, overtime, and all applicable leaves and all other deductions with every pay.

25.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted, or reclassified to fulfil all of the duties of a higher paid job in accordance with this Collective Agreement shall immediately receive the rate of pay of the higher paid job.

ARTICLE 26 JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Descriptions

The Library Board agrees to have current job descriptions on file for each of the positions and classifications for which the Union is bargaining agent. These job descriptions shall be provided to the Union.

If job descriptions are significantly amended, the Union will receive copies of the revised job descriptions within (30) thirty days and may request a revised wage rate based on the added duties. If mutual agreement cannot be reached on the new job descriptions wage rate, the difference may be referred to arbitration under the terms of Article 13.

If the Library Board creates a new position a job description will be created and a copy sent to the Union within (30) thirty days with a proposed wage rate. Should the position be posted prior to

agreement on the wage rate, the posting should indicate that the rate of pay is subject to agreement between the Employer and Union. Within 30 working days of such submission and posting, the Union may request a meeting to review the rate and if mutual agreement cannot be reached, then the difference may be submitted to arbitration under the terms of Article 13.

ARTICLE 27 BENEFITS

27.01 General

- a. Members of the bargaining unit who qualify for benefits specifically identified in this article will be provided with the same benefits as determined for bargaining unit employees of the District of Mackenzie.
- b. After (3) three months of employment, eligible employees will be enrolled in the benefit plan.
 - i. All full time employees are eligible for the benefits specifically identified in this article;
 - ii. Part time employees who average (20) twenty hours or more per week over (3) three consecutive months are eligible for the benefit specifically identified in this article;

27.02 Medical Insurance

The Library Board shall pay 100% of the premiums of the Medical Services Plan for all employees who qualify for benefit coverage.

27.03 Dental Insurance

The Library Board agrees to provide a dental plan which will be 100% Library Board -paid for all employees who qualify for benefit coverage and their dependents with coverage as follows:

Plan A	-	100%
Plan B	-	80%
Plan C	-	80% to lifetime maximum of \$7,500 per person

27.04 Group Insurance

a. Group Life Insurance

Premiums will be 100% paid by the Library Board. The policy face value shall provide a payout at death of \$150,000.00 per employee who qualifies for benefit coverage. The benefit payable reduces by 50% at age 65 and terminates at age 70 or date of retirement if earlier. Dependent coverage will be \$20,000.00 for spouse and \$10,000.00 per dependent child.

b. Weekly Indemnity

Premiums will be 100% paid by the employee who qualifies for benefit coverage. The policy shall provide for coverage at 70% of gross earnings to a maximum of \$1,000.00 per week. Coverage will be provided up to (26) twenty-six weeks following a waiting period of 0 days for injury or hospitalization and (3) three days for sickness.

c. Long Term Disability

Premiums will be 100% paid by the Library Board for employees who qualify for benefit coverage. The policy shall provide coverage at 70% to a maximum of \$4,000.00 per month.

d. Accidental Death and Dismemberment

Premiums will be 100% paid by the Library Board. The policy shall provide a payout of \$150,000.00 at death per employee who qualifies-for benefit coverage. The benefit payable reduces by 50% at age 65 and terminates at age 70 or date of retirement if earlier. A percentage of the above amount is paid if the accident results in loss of use or dismemberment.

27.05 Extended Health Plan

Premiums will be 100% paid by the Library Board. The current package provides standard benefits plus oral contraceptives, vision care reimbursement up to \$600 per employee and dependent for a two year period and orthotic footwear up to \$600 per employee and dependent per year, and Chiropractor, Physiotherapy, Naturopath and Massage Therapy up to \$1000 per employee and dependent per year.

The Library Board agrees to provide Psychologist and Online Cognitive Behavioural Therapy coverage at \$500/year.

27.06 Eye Exam Coverage

The Library Board will provide for eye exams to a maximum of **one hundred fifty dollars (\$150)** per person in each family of employees who qualify for benefit coverage every two (2) calendar years. **Comprehensive eye exams** shall be covered up to **one hundred dollars (\$100)** per person in each family of employees who qualify for benefit every two (2) calendar years.

27.07 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the Library Board agrees to maintain all benefits on behalf of employees who qualify for benefit coverage. The union agrees to tender payment for premiums during this period to the Library Board on or before the due date of the payment.

27.08 Continuation of Benefits while on Weekly Indemnity

For employees on Weekly Indemnity all benefit coverage shall be paid for by the Library Board other than the Weekly Indemnity premiums which are the responsibility of the employee. The employee shall continue to accrue seniority, vacation and sick leave entitlements.

27.09 Continuation of Benefits while on Long Term Disability

For employees on Long Term Disability all benefit coverage shall be paid for by the Library Board for a maximum of (1) one year of continuous Long Term Disability payments.

After (1) one year of continuous Long Term Disability payments the employee will be offered the option of remaining on the Library Board benefit plans at their own cost or obtaining their own coverage. Employees on Long Term Disability shall accrue seniority but not vacation or sick leave entitlements.

27.10 Collection of Premiums While on Leave

Employees on Weekly Indemnity, Workers' Compensation, or other leave can pay their Weekly Indemnity premiums on a regular basis or leave these premiums unpaid for a maximum of (6) six months. After (6) six months repayment of these premiums must be made.

Employees from whose pay would normally be deducted Canada Savings Bond payments, must submit to the Library Board the normal deduction at least (72) seventy-two hours before each pay day.

ARTICLE 28 HEALTH AND SAFETY

28.01 Cooperation on Safety

The Union and the Library Board shall cooperate in promoting and improving rules and practices which promote an occupational environment conducive to the physical and emotional well-being of employees.

ARTICLE 29 CONTRACTING OUT

No regular employee shall be laid off or their recall delayed as a result of the contracting out of work normally performed by bargaining unit members.

ARTICLE 30 GENERAL CONDITIONS

30.01 Bulletin Board

The Library Board shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.02 Plural or Feminine/Masculine Terms May Apply

Whenever the singular, masculine or feminine is used, in this Agreement, it shall be considered as if

the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

ARTICLE 31 ACCESS TO THE MACKENZIE RECREATION CENTRE

The Employer agrees to pay sixty-five percent (65%) of the cost of an annual pass to attend the District of Mackenzie Recreation Centre yearly for all employees. The employee must purchase the pass and the Library shall reimburse the Employer's portion to the employee upon receiving the receipted expense.

ARTICLE 32 COPIES OF AGREEMENT

The Union and the Library Board desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Library Board shall print, at its own costs, sufficient copies of the Agreement in booklet form.

ARTICLE 33 TERM OF AGREEMENT

This Agreement shall be in force and effect **from January 1, 2024 to December 31, 2026** and thereafter from year to year unless either party to this Agreement gives notice in accordance with the Labour Relations Act of British Columbia. Both parties shall adhere fully to the terms of the Agreement during collective bargaining even if negotiations extend beyond the expiry date of this Agreement.

IN WITNESS WHEREOF the Mackenzie Public Library Board has hereunto been affixed, attested by the hand of its proper officers in that behalf, and has been executed by the duly authorized officers of the Union on the day and year below-written.

Date: Sept 20/24

For the Library Board:

[Signature]
[Stamp]

For the Union:

[Signature]

SCHEDULE A - WAGE RATES

Employees who are members of the bargaining unit will receive the same percentage general wage increases and with the same effective dates and term as those negotiated by the District of Mackenzie bargaining unit members.

Classification Rate	2023	2024 4.0%	2024 2024-05-22	2025 3.5%	2026 3.5%
Library Assistant Admin*	21.02	21.86	23.05	23.86	24.70
Library Program Coordinator	20.01	20.81	21.51	22.26	23.04
Interlibrary Loan Specialist	19.48	20.26	20.76	21.49	22.24
Library Clerk 1	17.15	17.84	17.99	18.62	19.27
Casual Clerk	16.75	17.42	17.42	18.03	18.66

* including Grandfathered Library Asst Admin, at Jan 2024 same rate as District CSR

LETTER OF UNDERSTANDING

**Between
CUPE Local 3706-04
And
Mackenzie Public Library Board**

Northern Residents Allowance

The parties recognize that Mackenzie is within an area designated by the Federal Government as eligible for the Northern Allowance Deduction. So long as the designation applies, the parties recognize that a portion of the employees' wages is provided to allow for travel outside the designated area. Accordingly, the employees' T-4 slips will allow ten (10) percent of gross earnings (to a maximum of five thousand dollars (\$5000)) in Box 32, as eligible to be used to offset travel costs. The employees will be solely responsible for ensuring that only eligible expenses are submitted on the employees' income tax returns. The parties agree that no employee shall realize a wage increase or reduction as a result of this provision.

President CUPE Local 3706-04

Chair – Mackenzie Library Board

Shop Steward

Library Director