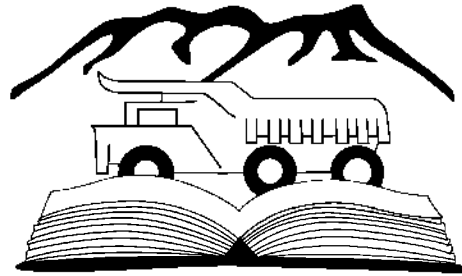


COLLECTIVE AGREEMENT

BETWEEN

SPARWOOD PUBLIC LIBRARY ASSOCIATION
("EMPLOYER")



- AND -

CUPE / *Canadian Union
of Public Employees*

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2090-04
("UNION")

March 1, 2025 to February 28, 2028

COLLECTIVE AGREEMENT
SPARWOOD PUBLIC LIBRARY
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090-04
MARCH 1, 2025, TO FEBRUARY 28, 2028



Contents

ARTICLE 1	PREAMBLE.....	2
ARTICLE 2	DEFINITIONS.....	3
ARTICLE 3	RECOGNITION	4
3.1	Bargaining Unit.....	4
3.2	Managerial Exclusions	4
3.3	No Other Agreements	4
3.4	Copies of Agreement.....	4
3.5	Right of Representation.....	4
3.6	Library Board Minutes	4
3.7	Correspondence.....	4
ARTICLE 4	MANAGEMENT RIGHTS	5
ARTICLE 5	DISCRIMINATION AND HARASSMENT	6
5.2	Personal or Sexual Harassment.....	6
ARTICLE 6	UNION SECURITY.....	7
6.1	Bargaining Unit Membership	7
6.2	Orientation of New Employees	7
ARTICLE 7	CHECK OFF OF UNION DUES	8
7.1	Check off Payments	8
7.2	Deduction List.....	8
7.3	T4 Slips	8
ARTICLE 8	LABOUR MANAGEMENT RELATIONS.....	9
8.1	Labour/Management Committee	9
8.2	Negotiating Committee	9
8.3	Additional Representatives.....	9
8.4	Permission to Leave Work.....	9
ARTICLE 9	SENIORITY	10
9.1	Seniority Defined	10
9.2	Calculation of Seniority.....	10
9.3	Seniority List.....	10
9.4	Loss of Seniority.....	11
9.5	Transfer and Seniority to Outside Bargaining Unit	11

ARTICLE 10	LAYOFFS AND RECALLS	12
10.1	Definition of Lay Off	12
10.2	Role of Seniority in Layoffs.....	12
10.3	Severance Pay	12
10.4	Recall List.....	12
10.5	Choosing Severance Pay or Recall Rights.....	12
10.6	Recall Procedure	12
10.7	No New Employees	12
ARTICLE 11	PROMOTIONS AND STAFF CHANGES	13
11.1	Postings.....	13
11.2	Information in Posting.....	13
11.3	Process for Filling Vacancies	13
11.4	Methods of Making Appointment.....	13
11.5	Trial Period	13
ARTICLE 12	GRIEVANCE PROCEDURE	14
12.1	Recognition of Union Stewards	14
12.2	Names of Stewards	14
12.3	Time Off Due to Grievance.....	14
12.4	Definition of Grievance	14
12.5	Settling of Grievances	14
12.6	Dismissal or Suspension Grievances	15
12.7	Disclosure of Information.....	15
12.8	Time Limits	15
12.9	Replies in Writing	15
ARTICLE 13	ARBITRATION	16
13.1	Selection of Arbitrator	16
13.2	Jurisdiction and Authority of the Arbitrator.....	16
13.3	Expenses of the Arbitrator	16
13.4	Witnesses.....	16
ARTICLE 14	DISCHARGE, SUSPENSION AND DISCIPLINE	17
14.1	Discharge and Discipline Procedure	17
14.2	Progressive Discipline	17
14.3	Suspension with Pay	17

14.4	Right to Have Steward Present	17
14.5	Access to Personnel Files	18
14.6	Clearing the File	18
14.7	Right to Refuse to Cross Picket Lines	18
ARTICLE 15	HOURS OF WORK	19
15.1	Regular Work Week	19
15.2	Regular Workday.....	19
15.3	Rest Periods.....	19
15.4	Minimum Daily Pay.....	19
ARTICLE 16	OVERTIME AND CALLOUT.....	20
16.1	Overtime Defined	20
16.2	Overtime Entitlement.....	20
16.3	Call-Out	20
ARTICLE 17	PUBLIC HOLIDAYS	21
17.1	Public Holidays.....	21
17.2	Working on a Public Holiday.....	21
ARTICLE 18	VACATION ENTITLEMENT	22
18.1	Definition of Vacation Year.....	22
18.2	Vacation with Pay – Permanent Full-Time Employees.....	22
18.3	Vacation with Pay – Permanent Part-Time Employees	23
18.4	Vacation Pay for Casual and Temporary Employees	23
18.5	Vacation Carry Over.....	23
18.6	Vacation Pay on Termination	23
ARTICLE 19	SICK LEAVE	24
19.1	Sick Leave Defined	24
19.2	Amount of Sick Leave	24
19.3	Sick Leave During Absence	24
19.4	Sick Leave Records	24
19.5	Duty to Accommodate	24
ARTICLE 20	LEAVE OF ABSENCE.....	25
20.1	Leave for Union Duties.....	25
20.2	General Leave.....	25
20.3	Bereavement Leave	25

20.4	Jury or Court Witness Leave	25
20.5	Maternity and Paternal Leave.....	26
20.6	Family Care Leave	26
20.7	Domestic Violence Leave	26
ARTICLE 21	PAYMENT OF WAGES AND ALLOWANCES	28
21.1	Salary and Wage Rates – Pay Periods	28
21.2	Work in a Higher Capacity.....	28
21.3	Emergency Closure Pay.....	28
ARTICLE 22	JOB SECURITY	29
22.1	Contracting Out	29
ARTICLE 23	JOB CLASSIFICATION	30
ARTICLE 24	BENEFITS.....	31
ARTICLE 25	TECHNOLOGICAL CHANGE	32
25.1	The Provisions of Section 54 of the Labour Relations Code of B.C. Apply.	32
ARTICLE 26	HEALTH & SAFETY	33
26.1	Health and Safety Concerns.....	33
26.2	Employer Health and Safety Training.....	33
26.3	Working Alone	33
ARTICLE 27	VOLUNTEERS	34
ARTICLE 28	TERMS OF AGREEMENT	35
APPENDIX A –	WAGE RATES	36
LETTER OF UNDERSTANDING No. 1	37
RE:	VOLUNTEERS	37

THIS AGREEMENT made this 1st day of August, 2025

BETWEEN: SPARWOOD PUBLIC LIBRARY ASSOCIATION
(Hereinafter called the "Employer"),

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2090-04
(Hereinafter called the "Union"),

ARTICLE 1 PREAMBLE

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

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

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement, NOW THEREFORE, the parties agree as follows:

ARTICLE 2 DEFINITIONS

- 2.1 “Employee” shall mean a person who is an “Employee” as defined in the British Columbia *Employment Standards Act*.
- 2.2 “Probationary Employee” shall mean a newly hired employee who shall serve a probationary period of 80 days worked from date of hire to determine their suitability for a permanent position. During the probationary period, employees shall be entitled to all rights and benefits except where limited by this Agreement. Upon completion of the probationary period, seniority shall be effective from the date of hire.
- 2.3 “Regular Employee” are those employees who have completed the probationary period and who have been assigned to an on-going, regularly scheduled position. Included are both Permanent Full-Time Employees and Permanent Part-Time Employees.
- 2.4 “Permanent Full-Time Employees” are those employees who have completed the probationary period and who are regularly scheduled to work a minimum of thirty-five (35) hours per week.
- 2.5 “Permanent Part-Time Employees” are those employees who have completed the probationary period and who are regularly scheduled to work less than thirty-five (35) hours per week.
- 2.6 “Temporary Employee” shall mean an employee who is employed for a specified term not to exceed twelve (12) months.
- 2.7 “Casual Employee” is an employee hired on an ongoing, intermittent or irregular basis but who works at least twice within an eight (8) month period.

ARTICLE 3 RECOGNITION

3.1 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees, Local 2090-04, as the sole and exclusive collective bargaining agent for all its employees as certified by the Labour Relations Board of British Columbia.

3.2 MANAGERIAL EXCLUSIONS

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

3.3 NO OTHER AGREEMENTS

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

3.4 COPIES OF AGREEMENT

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

3.5 RIGHT OF REPRESENTATION

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

3.6 LIBRARY BOARD MINUTES

Upon request, approved Library Board Minutes will be made available to Employees.

3.7 CORRESPONDENCE

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5 DISCRIMINATION AND HARASSMENT

5.1 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of Indigenous identity, age, race, colour, ancestry, place of origin, religion, political belief, sexual orientation, gender identity or expression, marital status, family status, disability, place of residence, nor by reason of membership or activity in the Union or any other reason listed in the British Columbia *Human Rights Code*.

5.2 PERSONAL OR SEXUAL HARASSMENT

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

- a. Personal Harassment shall be defined as any behaviour which:
- i. denies individuals their dignity and respect;
 - ii. is offensive, embarrassing and humiliating; or
 - iii. intentional comments or actions deliberately designed to demean, belittle, and humiliate an individual.

For clarity, Personal Harassment includes but is not limited to an abuse of authority.

- b. Sexual Harassment shall be defined as an act which involves:
- i. Unwelcome sexual remarks or jokes;
 - ii. Unwanted advances from a person in a position of power;
 - iii. Spreading sexual rumours;
 - iv. Public displays of sexual photos, drawings, comics, graffiti;
 - v. Offering benefits in exchange for sex;
 - vi. Making threats if sexual advances are refused
 - vii. Unwanted touching; or
 - viii. Sexual assault and rape;
 - ix. Stalking
- c. Personal Harassment or Sexual Harassment may be found in personal communication such as emails, text messages, or phone calls.
- d. Complaints of Personal Harassment or Sexual Harassment will be processed through the Grievance Procedure established in this Collective Agreement, commencing at Article 12.5 Step 2.
- e. Employer and Union representatives investigating a complaint of Personal Harassment or Sexual Harassment shall have due regard for the privacy and confidentiality of all persons involved in the complaint.

ARTICLE 6 UNION SECURITY

6.1 BARGAINING UNIT MEMBERSHIP

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

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

6.2 ORIENTATION OF NEW EMPLOYEES

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement between the Parties is in effect.

The Employer also agrees to grant new Employees an opportunity to meet with a representative of the Union within regular working hours and without loss of pay on or shortly after employment commences for a maximum of thirty (30) minutes.

ARTICLE 7 CHECK OFF OF UNION DUES

7.1 CHECK OFF PAYMENTS

The Employer shall deduct from every Employee a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit same to the Secretary-Treasurer of the Union in the month following in which such deductions are made.

7.2 DEDUCTION LIST

The Employer shall, at the time of making such check off remittances, enclose a list indicating the employee's hours worked per pay period.

7.3 T4 SLIPS

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

ARTICLE 8 LABOUR MANAGEMENT RELATIONS

8.1 LABOUR/MANAGEMENT COMMITTEE

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

8.2 NEGOTIATING COMMITTEE

- a. A Negotiating Committee shall be appointed and consist of representatives of the Employer and representatives of the Union. The Negotiating Committee will address matters of collective bargaining.
- b. Two (2) representatives of the Union on the Negotiating Committee, who are in the employ of the Employer, shall not suffer any loss of wages while attending direct negotiations with the Employer. The Employer shall continue to pay the Employee their regular rate while on such leave and will invoice the Union for that amount.

8.3 ADDITIONAL REPRESENTATIVES

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

8.4 PERMISSION TO LEAVE WORK

The Labour Management representatives shall be entitled to leave their work during working hours to carry out their functions including, but not limited to meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the Chief Librarian, with such permission not to be unreasonably withheld.

ARTICLE 9 SENIORITY

9.1 SENIORITY DEFINED

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

9.2 CALCULATION OF SENIORITY

a. Regular Employee

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

b. Casual / Temporary Employees

No seniority shall accrue for a Casual Employee or Temporary Employee unless that employee is appointed, in writing, to become a Regular Employee.

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

9.3 SENIORITY LIST

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

9.4 LOSS OF SENIORITY

- a. Employees shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the Employer.
- b. Employees shall only lose seniority and have employment terminated in the event of:
 - i. Discharge for just cause (without later reinstatement); or
 - ii. Resignation; or
 - iii. A lay off for a period longer than ten (10) months; or
 - iv. Acceptance of severance pay; or
 - v. Retirement; or
 - vi. Absent without leave (AWOL) for one (1) day, unless it was impossible to contact the Employer in advance (E.g. comatose).

9.5 TRANSFER AND SENIORITY TO OUTSIDE BARGAINING UNIT

- a. No Employee shall be transferred or promoted to a position outside the bargaining unit without their consent.
- b. An Employee who permanently posts into a position outside of the bargaining unit shall retain their seniority in the bargaining unit for a period of six (6) months.

ARTICLE 10 LAYOFFS AND RECALLS

10.1 DEFINITION OF LAY OFF

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of a Regular Employee.

10.2 ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority, subject to qualifications required to perform the work of the classification. A three (3) day familiarization period will be afforded to such employees.

10.3 SEVERANCE PAY

Where the employee has completed a period of employment of at least three (3) months, one (1) weeks' severance pay, and after twelve (12) consecutive months, up to the completion of a period of three (3) consecutive years, two (2) weeks' severance pay; plus one (1) additional weeks' severance pay for each subsequent completed year of employment up to a maximum of eight (8) weeks' severance pay. Permanent part-time employees' entitlement under Article 10.3 will be prorated. Severance will be paid at the expiry of recall.

10.4 RECALL LIST

Any Employee who is laid off shall be placed on a recall list for a period of ten (10) months.

10.5 CHOOSING SEVERANCE PAY OR RECALL RIGHTS

In case of a layoff, a permanent employee who has completed a period of employment of at least three (3) consecutive months shall, within ten (10) days of being notified of the layoff, advise the employer of their decision whether to go on the recall list for ten (10) months, or to bump into another classification.

10.6 RECALL PROCEDURE

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

10.7 NO NEW EMPLOYEES

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

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

11.1 POSTINGS

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

11.2 INFORMATION IN POSTING

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

11.3 PROCESS FOR FILLING VACANCIES

- a. Following the processing of applications, the Employer shall conduct interviews for those employees meeting the posted requirements, and within ten (10) days following the completion of the interview process, shall notify in writing all those interviewed of the outcome of the interviews.
- b. The Employer shall require newly hired employees to undergo a Criminal Record check and a Vulnerable Person check.

11.4 METHODS OF MAKING APPOINTMENT

In making promotions or transfers, positions will be filled internally whenever qualifications can be met by existing staff. The qualifications, skills, and ability of the Employee(s) concerned shall be the primary consideration, and where such factors are equal, seniority shall be the determining factor.

11.5 TRIAL PERIOD

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

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 RECOGNITION OF UNION STEWARDS

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

12.2 NAMES OF STEWARDS

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

12.3 TIME OFF DUE TO GRIEVANCE

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

12.4 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

12.5 SETTling OF GRIEVANCES

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

Step 1

Within ten (10) working days of the occurrence of the events giving rise to the grievance, the Employee or employees concerned with their union steward in attendance shall endeavor to settle the dispute with the Chief Librarian. Failure to reach a satisfactory settlement within five days after the meeting with the Chief Librarian the dispute may be referred to step 2.

Step 2

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

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

12.6 DISMISSAL OR SUSPENSION GRIEVANCES

In the case of a grievance arising from an employee's dismissal or suspension, the Grievance may commence at Step 2, within ten (10) working days of the date on which the dismissal or suspension occurred or within ten (10) working days of the Employee receiving notice of the suspension or dismissal.

12.7 DISCLOSURE OF INFORMATION

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

12.8 TIME LIMITS

The time limits may be extended by mutual agreement.

12.9 REPLIES IN WRITING

Replies to grievances shall be in writing at all stages.

ARTICLE 13 ARBITRATION

13.1 SELECTION OF ARBITRATOR

All grievances submitted to arbitration shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and Union cannot agree on an arbitrator within fifteen (15) consecutive calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Director of Collective Agreement Arbitration Bureau appoint the arbitrator pursuant to Section 86 of the British Columbia *Labour Relations Code*.

13.2 JURISDICTION AND AUTHORITY OF THE ARBITRATOR

The arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

The decision of the arbitrator with respect to an interpretation or an alleged violation of this Agreement, shall be final and binding upon the parties. The arbitrator shall have authority to substitute such other penalty for the discharge or discipline, as the arbitrator deems just and reasonable in the circumstances.

13.3 EXPENSES OF THE ARBITRATOR

Each Party shall pay one-half ($\frac{1}{2}$) of the expenses of the Arbitrator.

13.4 WITNESSES

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

ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE

14.1 DISCHARGE AND DISCIPLINE PROCEDURE

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

14.2 PROGRESSIVE DISCIPLINE

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

14.3 SUSPENSION WITH PAY

The Employer retains the right to suspend an Employee with pay pending the outcome of the preliminary meeting or for the purposes of completing any necessary investigation.

14.4 RIGHT TO HAVE STEWARD PRESENT

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

14.5 ACCESS TO PERSONNEL FILES

Employees shall have the right during regular hours and upon reasonable notice to the Chief Librarian to have access to and review their personnel file and shall have the right to obtain copies of any material contained in it, excepting as may be prohibited or protected pursuant to the Personal Information Protection Act SBC 2003 C.63.

Any Employee may respond in writing to any report on their personnel file and such a response shall become part of the file.

14.6 CLEARING THE FILE

Employee discipline shall be removed from an employee's file after eighteen (18) months, provided there has not been another infraction.

14.7 RIGHT TO REFUSE TO CROSS PICKET LINES

Employees have the right to refuse to cross lawfully established picket lines. Failure to cross such a picket line shall not be considered grounds for disciplinary action.

ARTICLE 15 HOURS OF WORK

15.1 REGULAR WORK WEEK

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

15.2 REGULAR WORKDAY

The regular workday shall not exceed eight and a half (8.5) hours between 7:30 a.m. and 8:30 p.m. inclusive of an unpaid lunch period which shall not exceed thirty (30) minutes.

15.3 REST PERIODS

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

15.4 MINIMUM DAILY PAY

An employee who reports for work must be paid for at least two (2) hours, even if the employee works less than two (2) hours. If an employee who is scheduled for more than eight (8) hours reports for work, they must be paid for at least four (4) hours.

ARTICLE 16 OVERTIME AND CALLOUT

16.1 OVERTIME DEFINED

An Employee who works over eight (8) hours a day or forty (40) hours in a week.

16.2 OVERTIME ENTITLEMENT

All overtime must be authorized in advance by the Chief Librarian. Employees who are required to work overtime will be paid time and one-half (1-1/2X) for all hours worked.

16.3 CALL-OUT

An Employee who is required by the Employer to come to work at any time outside their regularly scheduled working hours shall be paid at one and a half (1.5x) times their regular hourly rate with a minimum of two (2) hours. The two (2) hour minimum will not apply if the overtime is an extension to scheduled working hours.

ARTICLE 17 PUBLIC HOLIDAYS

17.1 PUBLIC HOLIDAYS

All Regular Employees shall have the following public holidays off with pay at the employee's regular rate of pay. Temporary Employees and Casual Employees shall be paid four percent (4.0%) on each cheque.

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

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

17.2 WORKING ON A PUBLIC HOLIDAY

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

ARTICLE 18 VACATION ENTITLEMENT

18.1 DEFINITION OF VACATION YEAR

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

18.2 VACATION WITH PAY – PERMANENT FULL-TIME EMPLOYEES

- a. In each of the first to sixth calendar years of service, a permanent full-time employee shall earn vacation leave with pay at the rate of 2 weeks (10 days) for that full year of service. Anything less than a full year shall be pro-rated.
- b. In each of the 7th to 13th calendar years of service, a permanent full-time employee shall earn vacation leave with pay at the rate of 3 weeks (15 days) for that full year of service. Anything less than a full year shall be pro-rated.
- c. In each of the 14th and subsequent calendar years of service, a permanent full-time employee shall earn vacation leave with pay at the rate of 4 weeks (20 days) for that full year of service. Anything less than a full year shall be pro-rated.
- d. For each period consisting of 30 consecutive calendar days that a permanent employee is absent from work without pay, one-twelfth shall be deducted from the vacation with pay to which the regular employee would otherwise be entitled in that calendar year.
- e. A permanent employee shall take vacation leave with pay during the calendar year in which it is being earned, and any as yet unearned days of vacation leave with pay in that calendar year shall be an advance to the employee and repayable to the employer.
- f. A Probationary Employee shall not be allowed to take vacation with pay during the probationary period.

18.3 VACATION WITH PAY – PERMANENT PART-TIME EMPLOYEES

Permanent Part-Time Employees shall earn vacation leave with pay on a proportional basis using the following formula:

(Average hours worked per week ÷ 35 hours per week)
× Vacation Entitlement per calendar years of service outlined in Article 18.2
= Paid vacation leave for Permanent Part – Time Employees

18.4 VACATION PAY FOR CASUAL AND TEMPORARY EMPLOYEES

Employees with less than five (5) years of service shall be paid vacation pay equal to four percent (4%) of their gross earnings on each pay cheque.

After five (5) consecutive years of employment, employees shall be paid vacation pay equal to six percent (6%) of their gross earnings on each pay cheque.

18.5 VACATION CARRY OVER

At the end of each calendar year an employee shall at their written request made on or before December 15th of each year, be able to carry over up to two (2) weeks of unused vacation time to the next calendar year. Any unused vacation that has accrued and not been taken shall be paid out by December 31 of such following year. In the event that the Employee does not request in writing that any unused vacation be carried forward to the next calendar year, any unused vacation shall be paid out on December 31st of each year.

18.6 VACATION PAY ON TERMINATION

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

ARTICLE 19 SICK LEAVE

19.1 SICK LEAVE DEFINED

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

19.2 AMOUNT OF SICK LEAVE

Regular Employees shall be entitled to six (6) days of paid sick days per calendar year, or the amount set in the British Columbia *Employment Standards Act*, whichever is greater.

19.3 SICK LEAVE DURING ABSENCE

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

19.4 SICK LEAVE RECORDS

A record of all unused sick leave will be kept by the Employer. Upon request, each Regular Employee shall be advised of the amount of sick leave accrued to their credit at the close of the calendar year.

19.5 DUTY TO ACCOMMODATE

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

ARTICLE 20 LEAVE OF ABSENCE

20.1 LEAVE FOR UNION DUTIES

- a. Upon request, representatives of the Union may be granted leave of absence without pay to attend Union Conventions or perform any other function on behalf of the Union and its affiliations, provided, not more than one (1) employee shall be away at any one time and that prior approval of the Chief Librarian has been obtained. Such leave of absence shall not affect the employee's seniority contained in this Agreement.
- b. Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one year and may be renewed each year on request during the term of office.

20.2 GENERAL LEAVE

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

20.3 BEREAVEMENT LEAVE

A permanent employee shall be granted four (4) regularly scheduled consecutive workdays leave without loss of pay and benefits in the case of death of a parent, spouse, common-law partner, sibling, child, stepchild, common law child, parent-in-law, common law parent-in-law, sibling-in-law, grandparent or grandchild. Where additional time is required for travel to attend the funeral, leave without pay for such time will not be unreasonably denied.

20.4 JURY OR COURT WITNESS LEAVE

An employee called to serve as a juror or as a witness shall be allowed time off with pay without loss of seniority at the employee's regular rate of pay during the period of such duty, provided that any remuneration for such duty performed by the employee during the employee's scheduled working hours be submitted to the Employer.

20.5 MATERNITY AND PATERNAL LEAVE

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

20.6 FAMILY CARE 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.

20.7 DOMESTIC VIOLENCE LEAVE

- a. The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b. Workers experiencing domestic violence will be able to access up to five (5) days of paid leave (through their sick time) and five (5) more days of unpaid leave per calendar year if they are impacted by domestic or sexual violence. If necessary, an employee can take up to fifteen (15) more weeks of unpaid leave. This leave also applies to parents of a child or dependent impacted by domestic or sexual violence. The leaves may be used for attendance at medical appointments, legal proceedings, and any other necessary activities. This leave may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave may choose to utilize their vacation or be provided time off without pay.
- c. The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- d. "Domestic or sexual violence" includes, with or without an intent to harm an intimate partner or family member,
 - i. physical abuse, or an attempt to inflict physical abuse, by an intimate partner or by a family member;
 - ii. sexual abuse, or an attempt to inflict sexual abuse, by any person,
or

- iii. psychological or emotional abuse by an intimate partner or by a family member, including: intimidation, harassment, coercion, or threats; unreasonable restrictions on, or prevention of, financial or personal autonomy, stalking or following; or intentional damage to property.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.1 SALARY AND WAGE RATES – PAY PERIODS

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

21.2 WORK IN A HIGHER CAPACITY

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

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

21.3 EMERGENCY CLOSURE PAY

In the event that the library is closed as a result of a declared emergency by a government authority, employees shall be paid for all hours scheduled during the closure. This shall only apply for a maximum of seven (7) calendar days during the declared state of emergency, and in no event shall an Employee be paid subsequent to the ending of the declared state of emergency.

ARTICLE 22 JOB SECURITY

22.1 CONTRACTING OUT

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

ARTICLE 23 JOB CLASSIFICATION

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

ARTICLE 24 BENEFITS

24.1 The Parties will meet during the life of the collective agreement to discuss health and welfare benefits that meet the needs of the Employees and the Employer.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.1 THE PROVISIONS OF SECTION 54 OF THE LABOUR RELATIONS CODE OF B.C. APPLY.

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

ARTICLE 26 HEALTH & SAFETY

26.1 HEALTH AND SAFETY CONCERNS

Where Employees identify Health and Safety concerns, they shall be brought forward to the Chief Librarian. Health and Safety concerns will be responded to in a reasonable time.

26.2 EMPLOYER HEALTH AND SAFETY TRAINING

The Employer shall provide Employees with Occupational Health and Safety training as may be required by the Workers Compensation Act and regulations pursuant thereto.

26.3 WORKING ALONE

No employee shall be required to work alone while the library is open to the public.

ARTICLE 27 VOLUNTEERS

- 27.1** Volunteers are to assist with shelving books or other similar functions as determined by the Chief Librarian.
- 27.2** The Employer agrees that no employee shall be replaced or displaced either temporarily or permanently with a volunteer worker(s).

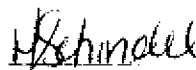
ARTICLE 28 TERMS OF AGREEMENT

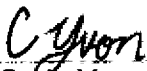
- 28.1** This Agreement shall be in force and effect from and after the 1st day of March 2025, and thereafter up to and including the 28th of February 2028 and thereafter from year to year unless either party to this Agreement gives notice in accordance with the British Columbia *Labour Relations Code*.
- 28.2** Wherever the singular is used in this Agreement it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 28.3** Rates of pay shall be in accordance with Schedule "A" as attached to and forming a part of this Agreement.

IN WITNESS WHEREOF both parties hereto have executed these presents this

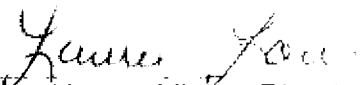
27th day of August, 2025.

**SIGNED ON BEHALF OF THE
EMPLOYER**

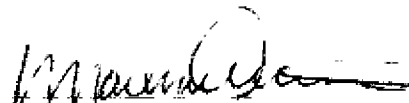

Meagan Schindel, Board Chair

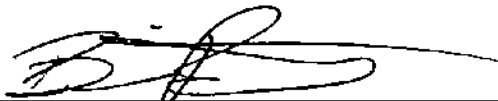

Cary Yvon, Vice Chair

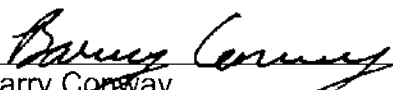

Tami Chechotko, Trustee


Laurel Lowe, Library Director

SIGNED ON BEHALF OF THE UNION


Marlene Assuncao, President


Brian Patton, Vice President


Barry Conway,
CUPE National Representative

APPENDIX A – WAGE RATES

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

	March 1, 2025	March 1, 2026 2.5%	March 1, 2027 2.5%
Library Assistant	\$28.19	\$28.89	\$29.61
Circulation Clerk	\$22.00	\$22.55	\$23.11
Page	\$0.85 Above Minimum Wage	\$0.85 Above Minimum Wage	\$0.85 Above Minimum Wage

LETTER OF UNDERSTANDING No. 1

Between

THE SPARWOOD PUBLIC LIBRARY BOARD

And

CUPE LOCAL 2090-04

RE: VOLUNTEERS

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

1) Use of Volunteers

The Union specifically agrees that the Employer shall retain the right to use volunteers as per historical and current practice. However, such persons must not receive any pay from the Employer. It is understood and agreed the use of volunteers will not result in the layoff of Regular Employees, the reduction of hours, or prevent the growth of the bargaining unit.

2) Forum for Addressing concerns Pertaining to Volunteers

The Parties agree that concerns pertaining to Volunteers shall be addressed under the auspices of the joint Labour-Management Committee and Article 10 of the Collective Agreement.

3) This Letter of Understanding Takes Precedence

In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter of Understanding, the provisions of the Letter of Understanding shall take precedence and prevail.

4) Changing the Letter of Understanding

This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

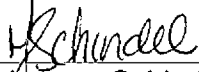
5) Incorporating Letter of Understanding into Collective Agreement

This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing and shall so apply.

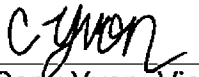
Letter of Understanding No. 1 Continued.

Signed on behalf of

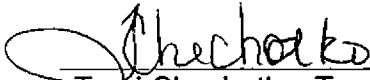
**THE SPARWOOD LIBRARY
ASSOCIATION**



Meagan Schindel, Board Chair



Carly Yvon, Vice Chair



Tami Chechotko, Trustee



Laurel Lowe, Library Director

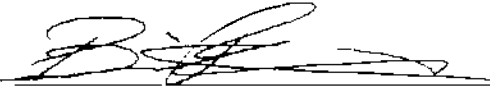
July 23, 2025
Date

Signed on behalf of

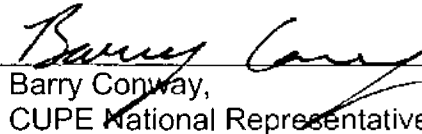
**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090-04**



Marlene Assuncao, President



Brian Paton, Vice President



Barry Conway,
CUPE National Representative

Aug 1, 2025
Date