



AGREEMENT

Greater Victoria Public Library Board

and

**Canadian Union of Public Employees
Local 410**

January 1, 2001 - December 31, 2004



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JOB EVALUATION PLAN (dated June 1997)

COLLECTIVE AGREEMENT

BETWEEN:

GREATER VICTORIA PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

WHEREAS the Board is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a "Trade Union" within the meaning of said Code;

AND WHEREAS it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations;

AND WHEREAS the parties have carried out collective bargaining and have reached agreement;

NOW THEREFORE the parties agree with each other as follows:

ARTICLE 1, DEFINITIONS

- 1.01 Party: means either of the parties signatory to this Agreement.
- 1.02 Employee: means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.
- 1.03 Bargaining Unit: means the body of work performed by employees for which the Union has received certification from the Labour Relations Board of British Columbia.
- 1.04 Regular Full-Time Employee: is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.
- 1.05 Regular Part-Time and Seasonal Employee: is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time regular employee, yet at least one-half (½) the normal full-time work schedule per year.

NOTE: It is understood that once an employee achieves regular part-time or regular seasonal employee status, a reduction in the work available in a following year shall not result in the loss of regular status.

1.06 Auxiliary Employee:

- (i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
 - (a) relief of a regular employee on vacation leave, sick leave, maternity leave, long-term disability of less than one year duration, workers' compensation of less than one year duration, compassionate leave, education leave or other leaves,
 - (b) non-repetitive projects of less than one year duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above.
 - (c) work of an emergency nature,
- (ii) Auxiliary employees include employees who work less than regular part-time employees.
- (iii) Auxiliary employees include all library pages.

1.07 Probationary Employee: is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 11.02.

1.08 Regular Part-Time and Seasonal Employee Benefits

Regular part-time and regular seasonal employees shall be covered by all provisions of the collective agreement that apply to a regular full-time employee, except that:

- (i) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked. Credit for these benefits shall be calculated twice yearly on January 1st and July 1st of each year, with the calculation of the (half-yearly) credit for the next six (6) month period being based upon the hours actually worked during the previous six (6) month qualification period, divided by the full-time hours normally available during that period.

Notwithstanding the foregoing, "regular seasonal" employees working full weekly hours shall not have their statutory holiday entitlement on a pro-rata basis. A regular seasonal employee who is actively at work on a full time weekly basis shall receive the same statutory entitlement as a regular full-time employee and while on lay-off shall not receive any statutory holiday entitlement.

- (ii) For purposes of clarification, the qualification periods referred to above are the previous July 1st to December 31st period for each January calculation, and the previous January 1st to June 30th period for each July calculation.

1.09 Auxiliary Employee Terms and Conditions of Employment

- (i) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (ii) Other articles of this agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this agreement, save and except as follows:
 - (a) the definition of an "auxiliary employee" as set out in Article 1.06.
 - (b) the provisions of Article 4 - No Other Agreements/Representation
 - (c) the Union Security and Check-off provisions set out at Article 5.01 - Union Membership, Article 5.02 - Union Dues, Article 5.03 - Dues Receipts and Article 5.04 - Union Notification.
 - (d) the provision of Article 6 - No Strikes or Lockouts
 - (e) the receipt of a copy of the collective agreement as set out at Article 7.01.
 - (f) the provisions of the grievance and arbitration procedures of Article 10.
 - (g) *Article 11.02 (ii) and (iii) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 11.03.*

Auxiliary employees shall serve a probationary period, equal in length of time to the hourly equivalent to that of a regular employee.

For example: Auxiliary employees working a standard 40 hour work week would serve a probationary period of 1040 hours and those employees working a standard 35 hour work week would serve a probationary period of 910 hours.

When an auxiliary employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is re-employed in an auxiliary capacity, the employee must start a new accumulation of hours for the purposes of auxiliary seniority rights.

- (h) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 12.03, Factors Considered in Filling Posted Vacancies at Articles 12.02 (i), 12.02 (ii) and 12.02 (iii) and Previous Experience at Article 7.03.

- (i) the Rest Break provision at Article 14.02 and the Reporting Pay provision at Article 14.05.
- (j) the Overtime Rates provisions of Article 15.01 (i) and Article 15.01 (ii).
- (k) An auxiliary employee employed in classifications listed in Schedule "A" shall be paid not less per hour than the equivalent of the established rate for the position. Article 17.02 - Schedule "A" and "B" shall apply to auxiliary employees.
- (l) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive eleven (11) percent of their gross wage earnings.
- (m) the Pay While Relieving in a Higher Rated Position provision of Article 17.04 (i) shall apply to auxiliary employees however the allowable compensation set out at Article 17.04 (i) shall be solely Step 1 of the new position.
- (n) the provisions of Article 17.07 - First Aid Allowance and Article 17.06 - Pages Discharging Books.
- (o) An auxiliary employee relieving a regular employee in an assignment in excess of three continuous months shall receive the entitlements of Article 16, Shift Differential and Article 23.01, Jury or Court Witness Duty.
- (p) the provisions of Article 22.01 - List of Union Officials, Article 22.03 Leave for Union Business and Article 22.04 - Leave for Full-Time Union Duties.
- (q) the provisions of Article 25.01 - Access to Personnel File and Article 25.02 - Copies of Formal Discipline shall apply to auxiliary employees.
- (r) the provisions of Article 26 - Job Evaluation
- (s) the provisions of Article 27 – Bereavement Leave and Article 30.01 – Benefit Trust Leave
- (t) the Article 28, Maternity, Parental and Adoption Leave provisions (except Article 28.05 (i) Benefits, Article 28.06 SEIB and Article 28.07, Seniority) shall apply to auxiliary employees.
- (u) the provision of Article 31- Sexual Harassment and Article 32 - No Discrimination.
- (v) the provisions of Article 34.01 Mutual Co-operation and 34.02 Hazardous Substances shall apply to auxiliary employees.

(w) *Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.*

(iii) *An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the regular position shall be added to their auxiliary hours upon return to their auxiliary status.*

1.10 Plural or Feminine Terms

Throughout this Agreement, whenever the masculine gender or singular number is used, it shall be construed as meaning the feminine gender or the plural number, or vice versa, as the context requires.

ARTICLE 2, UNION RECOGNITION

2.01 The Greater Victoria Public Library Board, through its accredited bargaining agent the Greater Victoria Labour Relations Association, recognizes the Canadian Union of Public Employees, Local 410, as the sole and exclusive bargaining agent for employees in the bargaining unit, except those seven (7) employees in the positions excluded immediately hereunder, and hereby consents and agrees to negotiate with the Union, through its bargaining committee, towards a peaceful and amicable settlement of any differences which may arise between them;

*Excluded positions: Chief Librarian
Manager, Central Library and Systems
Manager, Branch Operations
Head, Technical Services
Controller/Treasurer
Personnel Officer
Executive Assistant*

ARTICLE 3, MANAGEMENT RIGHTS

3.01 *The management and direction of employees shall be vested in the Employer through the Chief Librarian, except as this agreement otherwise specifies.*

ARTICLE 4, NO OTHER AGREEMENTS/REPRESENTATION

4.01 No employee shall be required, or permitted, to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

4.02 No employee, or group of employees, shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 5, UNION SECURITY AND CHECK-OFF

5.01 Union Membership

- (i) All employees shall, within thirty (30) calendar days of being employed, become and remain members in good standing of the Union as a condition of employment. All employees who are presently members of the Union shall maintain their membership in good standing.
- (ii) Membership in the Union shall remain voluntary for those employees currently employed who were not on September 9, 1986, members of the Union.

5.02 Union Dues

- (i) Upon receipt of written authorization from the employee, the Employer shall each pay period deduct from each Union member and remit to the Union, all union dues, initiation fees and assessments levied in accordance with the Constitution and Bylaws of the Union. Union dues shall be deducted from earnings from the date of hire.
- (ii) Employees who are not required to join the Union shall pay to the Union an amount equal to union dues.
- (iii) All newly hired employees shall, as a condition of employment, provide such written authorization to the Employer.

5.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of union dues deducted on behalf of each dues payee, by check-off, during the previous year.

5.04 Union Notification

The Union shall be notified of all promotions, hirings, layoffs, recalls and terminations of employment. However, if a termination is initiated by the Employer, such notification shall be provided to the Union within eight (8) working days of the notice of termination. The Employer shall notify the Union of the name, address, classification and location of each new regular and auxiliary employee and library page within ten (10) working days of that employee's appointment to staff.

ARTICLE 6, NO STRIKES OR LOCKOUTS

- 6.01 During the term of this Agreement there shall be no lockout by the Employer or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees. The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the Labour Relations Code of British Columbia, and such employee shall be deemed to be on unpaid leave.

ARTICLE 7, NEW EMPLOYEES

7.01 Copies of Agreement

On commencing employment, new employees shall receive a copy of the Collective Agreement and job description for his classification from the Employer.

7.02 Printing of Agreement

- (i) The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Employer shall print sufficient copies of this Agreement and make them available to employees within thirty (30) days of its execution.
- (ii) The Union and the Employer shall each pay one-half (½) of the costs associated with the printing of the collective agreement.

7.03 Previous Experience

In confirming appointments or promotions to regular positions, or in engaging auxiliary employees, consideration may be given to previous experience in the same or similar work when establishing the rate of pay of the employee within the salary range for the particular position concerned.

ARTICLE 8, UNION/MANAGEMENT COMMITTEE AND CORRESPONDENCE

8.01 Correspondence

Correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Secretary of the Union and the Chief Librarian.

8.02 Union/Management Committee

- (i) A Union-Management Committee shall be established consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer. One Employer and one Union representative shall be appointed as co-chairpersons and shall alternate in presiding at meetings.
- (ii) The Committee shall direct its attention to discussing matters of the following nature, excluding always matters which form the subject of grievance(s) under this Agreement:
 - (a) Public and community relations;
 - (b) Improved operating efficiency and service to the public;
 - (c) Remedying conditions that could lead to grievances or deteriorating relations between the Employer and the Union (but not specific grievances);
 - (d) Review the proposed annual staff development plan prior to presentation to the Board;
 - (e) the inter-branch transfer(s) of employees to meet operational

requirements;

- (f) issues related to employees working by modem or otherwise from their residence, which shall require mutual agreement between the Employer and the Union;
 - (g) Other matters mutually agreed to by the parties.
- (iii) The Committee shall meet within two (2) weeks of a request by either party, but not more frequently than once in each month, except by mutual agreement between the parties. The co-chairpersons shall draft an agenda and circulate it to the other members of the Committee at least three (3) days prior to the date of each meeting. Only those matters on the agenda shall be discussed, except by unanimous consent of those attending the meeting.

8.03 Staff Training and Development

- (i) Where the employer establishes a standing committee for the purposes of staff training or development the union and employer may agree that one union staff member on the committee shall be appointed by the union to act as union representative on the committee.
- (ii) The duties of the union representative on the committee shall be, in addition to her other duties, to communicate to the committee positions of the union or information from the union that may be of interest to the committee but not speak on behalf of the committee.
- (iii) The duties of the union representative to the union shall be established by the union but in no event shall the union direct the vote of the committee member, nor instruct or advise the member to obstruct the work of the committee.
- (iv) Nothing in this Article shall affect existing management rights, including the right to establish and terminate such committees, and to set their terms of reference.

ARTICLE 9, LIBRARY BOARD MINUTES

- 9.01 A copy of the adopted minutes of regular Library Board meetings and committees, as appropriate, shall be provided to the Union upon its request.

ARTICLE 10, GRIEVANCE AND ARBITRATION PROCEDURES

10.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, bound by this Agreement concerning the interpretation, application, operation or any alleged violation of this Agreement or any other dispute, including any question as to whether any matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or services, consistent with Workers' Compensation and other Government Statutes.

10.02 Procedure

- (i) Step 1: Within fifteen (15) working days from the date of the incident giving rise to the grievance, or within (15) working days from the time the employee should reasonably have been aware of the incident giving rise to the grievance, the employee shall discuss the matter with his immediate management supervisor, as designated by the Employer. If the employee so desires, a union steward shall be present during the discussion at this Step.
- (ii) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to his Department Head, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and union steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and Management, within seven (7) working days of the last meeting at Step 2. Either party may be represented by a person employed by an organization to which it is affiliated at meetings held at this Step.
- (iv) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be made to the other party, in writing, within ten (10) working days of the last meeting held at Step 3.

10.03 Extension of Time Limits

The parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void.

10.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or the Employer has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within fifteen (15) working days from the date of the incident prompting the grievance. In any grievance or dispute concerning pay cheques or pay statements, the fifteen (15) day time limitation shall commence on the date that the employees received their pay cheques or pay statements.

10.05 Appointment of an Arbitration Board

- (i) When either party requests that a grievance be submitted to arbitration pursuant to Article 10.02 (iv), it shall at the same time notify the other party of its nominee to the Arbitration Board. The recipient of this notice shall, within seven (7) working days, notify the other party, in writing, of its appointee to the Arbitration Board.
- (ii) If the recipient of the notice under Article 10.02 (iv) fails to appoint its member within seven (7) working days, or if the two (2) appointees fail to select a chairman within seven (7) working days following their appointment, the appointment shall be made by the Minister of Labour.
- (iii) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three person arbitration panel.

10.06 Powers of Arbitration Board

- (i) The Board may determine its own procedure in accordance with the Labour Relations Code of British Columbia and shall sit, hear the parties and settle the terms of the question to be arbitrated and make its award, within one (1) month of its first meeting. The Board shall deliver its award in writing to each of the parties, giving reasons for the decision. The award of the majority of the Board shall be final and binding on all parties. Where there is no majority, the decision of the chairman shall be the decision of the Board.
- (ii) The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.
- (iii) Should the parties disagree as to the meaning of the Board's decision, either party may re-submit the matter in dispute to the Arbitration Board for clarification.

10.07 Cost of Arbitration

Each party shall pay the cost and expenses of its appointee to the Arbitration Board and shall share equally the cost and expenses of the Chairman.

10.08 Reinstatement After Dismissal or Suspension

Any employee who has been wrongfully dismissed or suspended by the Employer and who is later reinstated, shall be compensated in full for all time lost less any earnings he may have made through other employment during the period of his dismissal or suspension.

10.09 Expedited Arbitration

- (i) The parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- (ii) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (iii) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee file).
- (iv) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (v) Notwithstanding (i) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 10. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.
- (vi) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (vii) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (viii) Neither party shall appeal a decision of an expedited arbitration.
- (ix) Neither party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

10.10 Deviation from the Grievance Procedure

- (i) In the event, after having initiated a grievance in writing, an employee files a complaint through any other external jurisdiction other than the grievance procedure, then the union agrees that pursuant to this Article and fourteen (14) days after the employee has filed their complaint in the other jurisdiction the grievance shall be considered to have been abandoned.
- (ii) *A complaint filed pursuant to the Human Rights Code of BC is not included in (i) above.*

ARTICLE 11, SENIORITY

11.01 Definition

- (i) *For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous employment from the date of last hire, in a regular position, provided that regular part-time and regular seasonal employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on Workers' Compensation benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.*
- (ii) Leave of Absence shall not constitute a break in service for purposes of seniority.

11.02 Probationary Period

- (i) All newly hired regular employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such an employee may be terminated if he is unsatisfactory for any work related reason.
- (ii) *Notwithstanding (i) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months probation in the posted position.*
- (iii) *An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.*

11.03 Auxiliary Employee Seniority

Auxiliary employees who are appointed as regular employees shall have their cumulative hours of work as an auxiliary employee credited for purposes of regular seniority as follows:

- (a) upon completion of the probationary period*
- (b) upon conversion from auxiliary to regular status.*

It is understood that this clause applies to seniority only and is in no way applicable to service for purpose of retroactive benefit entitlement, except vacation and sick leave entitlements.

11.04 Seniority Lists

- (i) The Employer shall maintain current seniority lists for regular employees showing each employee's seniority standing. Where two (2) or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.
- (ii) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this collective agreement. Such hours of work and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 12, Posting and Filling of Vacancies.

11.05 Loss of Seniority

A regular employee shall lose seniority in the event:

- (i) he is terminated for cause and is not reinstated;
- (ii) he resigns;
- (iii) he has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 13.08 (ii), or fails to report on the date and time required when so recalled.

11.06 Transfer Out of Bargaining Unit

- (i) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, he shall retain the right to return and upon returning, he shall bump into a position consistent with his previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 13.03, provided such position is not higher than his former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.
- (ii) *Employees transferred or promoted pursuant to this Article shall retain the right to return to the bargaining unit for up to twelve (12) months from the date of leaving, unless extended by mutual agreement of the Union and the Employer.*

ARTICLE 12. POSTING AND FILLING OF VACANCIES

12.01 Posted Vacancies

- (i) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position; (e.g., nature of position, pay rate or range, qualifications and experience required, etc.).
- (ii) Where a single job classification or a series of job classifications is re-evaluated but where no change in job title(s) or job duties occurs, such position(s) shall not be posted in accordance with this Article, except as agreed between the Union and the Employer.
- (iii) Temporary and auxiliary vacancies shall not be posted under this Article, except that temporary and auxiliary vacancies which the Employer anticipates will exceed three (3) months shall be posted.
- (iv) When the Employer intends to request applicants to complete examinations or tests as part of the selection process, the Employer shall include on the posting notice of the examination or test and where appropriate, the expected level of proficiency.
- (v) *All posted or advertised vacancies shall include the following statement on the notice "This is a Union position".*

12.02 Factors Considered in Filling Posted Vacancies

- (i) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee having the greatest seniority shall receive preference.
- (ii) 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 shall be subject to the grievance/arbitration procedures under this Agreement.

- (iii) In any arbitration pursuant to Subsection (ii) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.
- (iv) A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if he is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (i) above, he shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to his former position.

12.03 Applications by Auxiliary Employees

- (i) Auxiliary employees shall be eligible to apply for any vacancy posted under this article and filled on the basis of Article 12.02. Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.
- (ii) Auxiliary employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary employee's hours worked shall be recognized as seniority for the purposes of this Article.

12.04 Appraisal Period

When a currently employed regular employee is selected to fill a vacancy posted under Article 12.01, he shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee may be returned to his former classification and pay rate without a loss in seniority, should he prove unsatisfactory or unable to perform the duties of the new position.

12.05 Disclosure of Documents

Upon the filing of a grievance and upon receipt of a written request from the Employer or the Union for disclosure of documents, the parties agree to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law. The question of whether such disclosure is prohibited by law may be referred to an arbitrator for a binding decision.

12.06 Appointment Timeframe

Where reasonably possible the successful candidate to a posted vacancy shall be appointed to the position within sixty (60) calendar days of the closing date of the posting.

ARTICLE 13, LAYOFF, RECALL AND BUMPING

13.01 Definition

Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position he/she currently occupies as a result of either:

- (a) the elimination of such position, or*
- (b) any reduction in working hours for a regular full-time employee, or*
- (c) the permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time or regular seasonal employee, or*
- (d) the reduction in the rate of pay (pay grade) in the position as a result of a re-evaluation of the position.*

13.02 Layoff Order

Regular employees shall be laid off on the basis of the classification and department designated for the layoff by the Employer, with the senior employee(s) being retained in that classification and department, provided always that they have the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.

13.03 Bumping Rights

- (i) Within three (3) working days after being notified under Article 13.02 that they occupy a classification designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their acceptance to bump into the position(s) designated by the Employer for such purposes on the basis of Subsections (a) and (b) below, provided always that the bumping employee has the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity to do so under this Article 13.03, shall result in the affected employee being laid off and placed on the recall list:
 - (a) firstly the most junior employee occupying a classification in a lateral pay grade; or failing that
 - (b) the most junior employee occupying a classification in the next or each subsequent lower pay grade.
- (ii) *Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.*
- (iii) When an employee bumps a more junior employee in accordance with Article 13.03, he shall be placed at the same increment step of the new wage grade as he occupied before so bumping.

13.04 Notice of Layoff

- (i) The Employer shall provide written notice to regular employees who do not bump a more junior employee in accordance with Article 13.03 and who, as a result, are to be laid off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years' continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks' notice. If the employee is not given opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.

- (ii) The Union shall be notified of all layoffs under this Article.
- (iii) Notice under this Article 13.04 shall not apply to temporary layoffs as defined in the Employment Standards Act of British Columbia. A layoff not exceeding 13 weeks being defined therein as temporary.

13.05 Appraisal Period

- (i) A regular employee who bumps a more junior employee in accordance with Article 13.03, or who is recalled to employment in accordance with Article 13.08 (ii), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) consecutive months in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, he shall be laid off and placed on the recall list.
- (ii) In no event shall any employee be permitted to bump a second time as a result of the same layoff.

13.06 Severance Pay

Within three (3) working days of being notified of layoff under Article 13.04, and as an alternative to either bumping a more junior employee in accordance with Article 13.03, or working the notice period, being laid off and placed on the recall list, the affected regular employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article 13.06 shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

13.07 Recall List

Regular employees laid off under this Article, and not bumping a more junior employee in accordance with Article 13.03, and not electing to take severance pay in accordance with Article 13.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

13.08 Recall Rights

- (i) Laid off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 12.01. Laid off regular employees on the recall list who do not apply for posted vacancies shall receive no consideration when such vacancies are filled on the basis of Article 12.02.

- (ii) If the regular vacancy is not filled under Subsection (i), and in accordance with Article 13.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
- (iii) In no event shall the Employer be required to re-employ any former employee who has been laid off and on the recall list for longer than twelve (12) consecutive months.
- (iv) *Notwithstanding Article 13.08, Recall Rights, an employee who has been given notice of layoff and has chosen to bump in accordance with Article 13.03, Bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two or more such employees seek recall to the same vacancy.*

13.09 Recall Procedures

- (i) It shall be the responsibility of laid off regular employees on the recall list to maintain their current telephone number and postal address with the Employer's Personnel Department or its equivalent. When filling regular vacancies on the basis of Article 13.08 (ii), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a double registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall lose all rights to recall.
- (ii) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.
- (iii) Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer will be able to contact them during such absence.

- (iv) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

13.10 Status While on Recall List

During their twelve (12) month period on the recall list, laid off employees shall not be eligible to receive any of the benefits of this Agreement. The seniority, sick leave credits and vacation entitlement level of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article within the twelve (12) month recall period, the seniority, sick leave credits and vacation entitlement level of such employee shall be reinstated to that which existed at the time of the layoff.

13.11 Temporary Layoffs or Work Stoppages

This Article 13 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from causes reasonably beyond the control of the Employer.

13.12 Special Placement

- (i) When operational requirements permit, an employee who is disabled or infirm and, as a result, is permanently unable to perform his normal job duties may, through mutual agreement of the parties on an individual case by case basis, be permitted to bump into a position such disabled or infirmed employee has the present qualifications, experience, skill and ability to perform, provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted under this Article.
- (ii) Employees receiving special placement under this Article shall be paid the rate for the job into which they bump. Nothing in this Article in any way prejudices the Employer's right to terminate employees for culpable or non-culpable reasons.

ARTICLE 14, HOURS OF WORK

14.01 Work-Week

The normal regular full-time work-week shall be thirty-five (35) hours and, except where otherwise mutually agreed between the parties, the five (5) day week shall be in effect.

14.02 Rest Breaks

Every employee shall be allowed a fifteen (15) minute rest break in both the first and second half of their working day, this time to be taken at the convenience of the department concerned and at the discretion of the department head. This is in addition to a meal break.

14.03 Rest Days

Regular full-time employees shall not be required to split-up their scheduled rest-days in any week, except where the employee and his department head agree otherwise.

14.04 Split-Shifts

No employee shall be required to work a split work shift (day), except by mutual consent of the parties when operational needs require.

14.05 Reporting Pay

- (i) Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid two (2) hours at the regular rate.
- (ii) An employee who commences work shall be paid not less than four (4) hours pay.
- (iii) Notwithstanding (ii) above, a high school student who commences work on a school day shall be paid not less than two (2) hours pay.

14.06 Flexible Work Week

- (i) A flexible work week schedule may be implemented in a department or work group after consultation with and mutual agreement of the Chief Librarian (or her designate) and the Union.
- (ii) All reasonable requests for a flexible work schedule shall be entertained.
- (iii) An employee shall be entitled to choice of shift where a choice is available. Seniority shall be the deciding factor where two or more employees of the same classification and work unit apply for the flex-time schedule.
- (iv) No employee shall work longer than nine (9) hours in any day.
- (v) Lunch breaks shall be no less than one-half ($\frac{1}{2}$) hour duration.
- (vi) Rest periods as per Article 14.02 shall be maintained.
- (vii) There shall be no additional cost to the Employer as a result of permitting any employee to work a flexible work week.

14.07 Sunday Operations

The parties agree that the following provisions shall apply to provide service to the public on Sundays:

- (i) *The number of and the positions of regular full time and regular part time employees required at any facility to provide for Sunday opening of library facilities shall be determined by the Employer.*
- (ii) *The Employer shall canvas regular employees in such needed positions at*

the facility where a Sunday opening is to occur, seeking appropriate volunteers to work on a Sunday.

- (iii) In the event an insufficient number of appropriate regular employees volunteer to work on a Sunday(s), then the Employer shall designate employees on a rotational basis to work on the Sunday, providing as much notice as practical. No regular full-time employee shall suffer a loss of wages as a consequence of working Sundays.*
- (iv) A premium of time and one-half (1 ½) shall be paid to regular employees who work on a Sunday, and the overtime provisions of Article 15 shall not apply until seven (7) hours have been worked on a Sunday.*
- (v) The Supervising Clerk shall be paid not less than time and one half (1 ½) their normal rate or time and one half (1 ½) at Step 1 of the Branch Clerk Supervisor pay grade and the Supervising Librarian shall be paid not less than time and one half (1 ½) their normal rate or time and one half (1 ½) at Step 1 of the Branch Head pay grade. Consequently Article 17.04, shall not apply in such circumstances.*
- (vi) The Employer and the Union agree to address at the Union Management Committee other particulars of Sunday openings should they arise.*

14.08 Shift Rotation

- (i) All shifts shall be rotated on an equal basis, insofar as possible, amongst the regular full time employees within a functional work unit, who are involved in shift work. Consideration shall be given to employee preferences, fairness and equity. Employees may, voluntarily work on a specific shift. Such arrangement may be made with the mutual consent of the employees concerned and the Department Head.*
- (ii) For the purposes of this Article, a functional work unit is defined as a group of regular full time employees working in the same location in the same department.*

ARTICLE 15, OVERTIME

15.01 Overtime Rates

- (i) Overtime rates shall apply when an employee works more than seven (7) hours in any day, or more than thirty-five (35) hours in any week, with the exception that when an employee's normal schedule of work (e.g. flex time, continuous, etc.) requires him to work more than seven (7) hours in any day or more than thirty-five (35) hours in any week, overtime rates shall not apply.*

- (ii) For purposes of this Article, overtime shall be paid at the rate of one and one-half (1½) times the normal basic rate for the first three (3) hours per day and double time (2x) thereafter.

15.02 Time-off in Lieu of Overtime

If time-off is to be taken in lieu of payment for overtime, this must be agreed to prior to the overtime being worked and the time-off shall be scheduled at a time selected by the employee and acceptable to the department head.

ARTICLE 16, SHIFT DIFFERENTIAL

- 16.01 Regular employees or auxiliary employees working full-time shifts in excess of three continuous months regularly working on afternoon or night shifts shall be paid a shift differential as follows:

6:00 p.m. to 12 midnight - 60¢ per hour
12:00 midnight to 6:00 a.m. - 70¢ per hour

- 16.02 This shift differential is to be paid for hours worked only and is not to be included in overtime calculations.
- 16.03 Regular employees or auxiliary employees working full-time shifts in excess of three continuous months shall be paid the shift differential for all regular hours worked prior to 6:00 a.m. and after 6:00 p.m. on any day, provided, that where the majority of an employee's regular work hours fall outside of the period 6:00 a.m. to 6:00 p.m., the shift differential shall apply to the entire shift.

ARTICLE 17, WAGES/SALARIES AND ALLOWANCES

17.01 Bi-weekly Pay

Pay cheques shall be issued on a bi-weekly basis, paydays being every second Friday.

17.02 Schedules "A" and "B"

The salaries to be paid by the Employer shall be those set forth in Schedule "A" and "B" attached hereto.

17.03 Service Pay

- (i) All regular employees shall receive an additional ten cents (10¢) per calendar day after five (5) years' continuous service; and an additional ten cents (10¢) per day after each further five (5) years' continuous service.
- (ii) It is understood that those employees with broken service who are currently receiving service pay under the terms of the previous Agreement, will continue to receive service pay with additional units as they qualified under the previous agreement for as long as they remain continuously employed. However, should they cease employment at any future date and then return to the Employer's employ, the base year for calculating service pay will be the year of latest re-employment and the terms of Subsection (i) shall apply.

All other employees will be covered by Subsection (i) above and should they leave the Employer's employ and become re-employed in the future, the base year for service pay calculation will be the year of latest employment.

17.04 Pay While Relieving in a Higher Rated Position

When appointed by the Employer to perform the full duties of any higher paid position than his/her own:

- (i) Regular employees shall receive the minimum salary for the higher position, or an amount equal to one (1) increment above the employee's regular salary, whichever is the greater, for the time spent in the higher position, subject to Subsection (ii) below.
- (ii) In the event that an employee does not perform the full duties of higher position, a pay adjustment in an amount determined by the Chief Librarian, shall be made to compensate for the additional responsibilities assumed which adjustment shall not be less than one (1) increment above their regular salary, or, if substituting in a supervisory position the adjustment shall not be less than two (2) increments above their regular salary.

17.05 Salary Increments

Employees shall be eligible for salary increments after serving a minimum of twelve (12) months at the previous Step. If an increment is withheld for two (2) years in succession, the employee concerned may be terminated or transferred to another position better suited to his qualifications and capacity.

17.06 Pages Discharging Books

Pages discharging books shall be paid a premium of one dollar and twenty five cents (\$1.25) per hour for time actually worked performing such duty.

17.07 First Aid Allowance

An employee who is required by the Employer to hold a valid Level 1 Occupational First Aid Certificate shall be paid ten dollars (\$10.00) bi-weekly and an employee who is required to hold a valid Level 2 Occupational First Aid Certificate shall be paid fifty dollars (\$50.00) bi-weekly.

ARTICLE 18, ANNUAL VACATIONS

18.01 Entitlement

Paid annual vacation for regular employees shall be as follows:

- (i) Regular employees leaving the service of the Employer in less than twelve (12) months from their date of appointment shall be granted vacation pay in accordance with the following:

- (a) For such employees entitled to three (3) weeks vacation - six percent (6%) of their pay from their commencement of continuous service to their termination date.
 - (b) For such employees entitled to four (4) weeks vacation - eight percent (8%) of their pay from their commencement of continuous service to their termination date.
- (ii) The following shall apply for all regular employees, except professional librarians:
- (a) In the first calendar year of service, vacations shall be granted on the basis of one and one-quarter ($1\frac{1}{4}$) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked. The entitlement to such vacation shall commence upon the conclusion of six (6) months' continuous service.
 - (b) After the first (1st) year of service and up to the end of the fourth (4th) year of service - 15 days vacation per annum.
 - (c) After the fourth (4th) year of service and up to the end of the eighth (8th) year of service - 18 days vacation per annum.
 - (d) After the eighth (8th) year of service and up to the end of the sixteenth (16th) year of service - 23 days vacation per annum.
 - (e) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24) year of service - 28 days vacation per annum.
 - (f) During the twenty-fifth (25th) year of service and each year of service up to the end of the twenty-ninth (29th) year of service - 30 days vacation per annum.
 - (g) during the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days vacation per annum.
- (iii) The following shall apply for professional librarians:
- (a) In the first (1st) calendar year of service, vacations will be granted on the basis of one and two-thirds ($1\frac{2}{3}$) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked. The entitlement to such vacation shall commence upon the conclusion of six (6) months' continuous service.
 - (b) After the first (1st) year of service and up to the end of the fourth (4th) year of service - twenty (20) days vacation per annum.

- (c) After the fourth (4th) year of service and up to the end of the sixteenth (16th) year of service - twenty three (23) days vacation per annum.
 - (d) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24th) year of service - twenty eight (28) days vacation per annum.
 - (e) During the twenty-fifth (25th) year of service and each year of service up to the end of the twenty-ninth (29th) year of service - 30 days vacation per annum.
 - (f) during the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days vacation per annum.
- (iv) For regular part-time employees who may work in excess of their normally scheduled hours, the excess vacation accumulation earned in the period October 1st to December 31st will be scheduled and taken in the following calendar year.

18.02 Termination of Employment

Regular employees who leave the service of the Employer after completing twelve (12) consecutive months of employment shall receive vacation, or pay in lieu thereof, for any proportional vacation earned but not taken prior to their termination date, on the basis of one-twelfth (1/12th) of their vacation entitlement for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked from their anniversary date to their date of termination;

provided that;

- (i) "Calendar year" for purposes of this Article 18 shall mean the twelve-month period from January 1st to December 31st, inclusive.
- (ii) In all cases of termination of service for any reason, adjustment will be made for any overpayment for annual vacation.

18.03 Accrual of Vacation

Annual vacation shall normally be taken annually in the amount of each employee's annual vacation entitlement. Application for the accrual of annual vacation from one calendar year into the next calendar year, whether caused by stress of work or with a view to accumulation for specific purposes, must be made by November 15th in any calendar year and the Employer's decision will be made by December 1st in the same year. Failing such approval employees are to take their annual vacation in the calendar year of their entitlement. In cases of an approved accrual of part or all of an employee's previous annual vacation, such accrued vacation is to be taken at a time approved by the head of the department.

18.04 Work During Scheduled Vacation

No employee shall be required to perform any work during his scheduled vacation. Should the Employer request an employee to work during a scheduled vacation, the employee may do so at his sole discretion, provided that pay for such work shall be at full overtime rates, (i.e., time and one-half (1½) for the first three (3) hours and double time (2x) thereafter).

18.05 Long Service Special Vacation

In addition to annual vacation, as defined in Article 18.01, where a regular employee has served continuously for a period of thirty (30) years, he shall become entitled to one (1) calendar month's special vacation, with pay, as a reward for long and faithful service, and such leave shall be taken not later than one (1) year prior to retirement.

ARTICLE 19, STATUTORY HOLIDAYS

19.01 Entitlement

(i) The following shall be paid statutory holidays for regular or probationary employees:

New Year's Day	British Columbia Day
Easter Monday	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

plus all general holidays proclaimed in the Greater Victoria municipalities, by the Province of British Columbia and/or the Dominion of Canada.

(ii) No deduction in the wages or salaries of any regular or probationary employee shall be made on account of the above statutory holidays.

19.02 Statutory Holidays Falling During Annual Vacation

When a statutory holiday falls and is celebrated during a regular or probationary employee's annual vacation period, the employee shall receive another day off, with pay, at a time mutually arranged between the employee and his department head; to be taken within sixty (60) days.

19.03 Statutory Holidays Falling on a Regular Rest-day

When a statutory holiday falls and is celebrated on a regular or probationary employee's scheduled rest-day, the employee shall receive one day's pay or another day off with pay, at a time mutually agreed upon between the employee and his department head; to be taken within sixty (60) days.

19.04 Work on a Statutory Holiday

Where a regular or probationary employee is scheduled to work on a statutory holiday, the employee shall be compensated at the rate of double time (2x) for all hours worked on such day and be given a day off with pay in lieu of the holiday.

ARTICLE 20, SICK LEAVE

20.01 Definition

For purposes of this Article, sick leave is defined as those periods when a regular employee takes leave with pay pursuant to Article 20.02 because the employee is ill or disabled for reasons not covered by W.C.B. and, as a result, is unable to attend work.

20.02 Entitlement

Regular employees shall be eligible for sick leave in accordance with the schedule set out below, subject always to the maximum accrual established in Article 20.04:

- (i) During the first twelve (12) months of service: one (1) day for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.
- (ii) Upon completion of the one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
- (iii) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.
- (iv) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.
- (v) The yearly sick leave entitlements set out in Subsections (ii) through (iv) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

20.03 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.

20.04 Sick Leave Accrual

Regular employees actively employed, or on the recall list on April 6, 1984, shall be covered by the grandfather provisions regarding sick leave accrual as set out in Letter of Understanding No.1. Regular employees hired after April 6, 1984 shall accrue and have available any unused sick leave entitlement, as provided in Article 20.02, at the rate of one hundred percent (100%) during the first five (5) years of employment; at the rate of sixty-six and two-thirds percent (66 2/3%) from the sixth (6th) year to and including the fifteenth (15th) year of employment, but in the sixteenth (16th) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowance to one employee shall be one hundred and thirty (130) days.

20.05 Sick Leave Payout

With the exception of those regular employees covered by the Letter of Understanding No.1 which establishes "grandfather" provisions regarding sick leave pay-out, no cash payment for unused sick leave will be paid to any

employee leaving the service of the Employer.

20.06 Sick Leave Records

- (i) Employees shall be informed as to the amount of sick leave to their credit upon request.
- (ii) A record of all unused sick leave shall be kept by the Employer. As soon as operationally possible after the close of business in each calendar year, each employee shall be advised in writing of the amount of sick leave accrued to his credit.

20.07 Subrogation

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 20 (Sick Leave) up to the amount of:

- (i) benefits received from the Employer as sick leave under Article 20 (Sick Leave); or
- (ii) benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

20.08 Medical Appointments

Time off for an employee to attend a dentist, doctor or other medical appointment will not be deducted from the employee's sick leave entitlement unless it exceeds two (2) hours per appointment or occurs on a "very frequent basis". Verbal approval for the time off is required from the Department Head; no record is required to be provided to payroll unless the sick time entitlement is to be utilized.

ARTICLE 21, EFFECT OF ABSENCES ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS

21.01 Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave, provided the absence from work with pay does not exceed six (6) consecutive months.

21.02 Regular employees shall not earn vacation, sick leave and statutory holidays while they are on:

- (i) paid sick leave longer than six (6) consecutive months;
- (ii) Long Term Disability Plan;
- (iii) unpaid leave in excess of thirty (30) consecutive days (calculated from the first day of absence of the leave from work with statutory holiday entitlements determined by the Employment Standards Act).
- (iv) Workers Compensation in excess of ninety (90) consecutive days;

ARTICLE 22, LEAVE OF ABSENCE FOR UNION OFFICIALS

22.01 List of Union Officials

The Union shall provide the Employer with a list of employees who are its elected officers, shop stewards and any other official representatives. This list shall be kept current at all times.

22.02 Union Stewards Rights and Privileges

- (i) The Union shall maintain a Steward in each Branch, Department or Section and shall notify the Employer in writing of the name of each Steward, as well as the name of the Union's Chief Steward. The Union shall maintain the currency of this list at all times.
- (ii) Stewards, whose names appear on this list, may assist employees in their Branch, Department or Section in preparing and presenting their grievances at Step 1 and Step 2 of the grievance procedure, if the employee requests. The Union agrees that, whenever possible, these duties shall be performed outside normal working hours. Otherwise, the Union agrees that Stewards will not leave their place of work without obtaining the permission of their supervisor, which permission shall be granted subject always to operational needs.

22.03 Leave For Union Business

- (i) All applications for leave of absence to conduct Union business whether with or without pay shall be granted only upon application to and upon receiving permission from the Chief Librarian, or her delegate.
- (ii) Official representatives of the Union, to the maximum number listed below, shall be granted time off without loss in regular salary/wages when meeting with official representatives of the Employer for the purpose of:
 - (a) Settling a grievance at Step 3 that has not been referred to a third party or to arbitration - to a maximum of three (3) Union representatives.
 - (b) Union/Management Committee meetings to a maximum of five (5) Union representatives in accordance with past practice.
 - (c) Negotiating revisions or a renewal of this Agreement when the official paid representation from the Union shall be a maximum of three (3) Union representatives.
- (iii) Official representatives of the Union shall be granted leaves of absence without salary or benefits for the purpose of attending meetings or transacting other business in connection with matters affecting members of the bargaining unit. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under Subsections (ii) or (iii).
- (iv) When leave without pay is granted under this Article 22.03, the Employer shall not make a deduction from the regular salary or the benefits of the

employee(s) on leave provided the Union reimburses the Employer the amount of the salary and benefit cost, within thirty (30) days of the invoicing date by the Employer, which invoice shall be forwarded to the Union within thirty (30) days of the time being taken.

22.04 Leave for Full Time Union Duties

- (i) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for a period of up to one (1) year.
- (ii) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (iii) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

ARTICLE 23, JURY OR COURT WITNESS DUTY

23.01 The Employer shall grant leave of absence without loss of seniority to a regular employee or auxiliary employee working full-time shifts in excess of three continuous months who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness duty. The employee will present proof of service and the amount of payment received.

ARTICLE 24, BENEFIT PLANS

24.01 Medical Services Plan and Extended Health Benefits

- (i) In consideration of a regular employee contributing twenty-five percent (25%) of the monthly cost of such employee's participation in the British Columbia Medical Services Plan, and the Extended Health Benefit Plan under the trusteeship of the Capital Area Benefit Trust, following completion of their probationary period, the Employer will contribute the remaining seventy-five percent (75%).

- (ii) *Effective January 1, 2002, the Extended Health Benefit coverage shall include vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and his dependents to a maximum cost of four hundred dollars (\$400.00) per pair; hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years; an unlimited lifetime maximum; bluenet and no deductible.*
- (iii) The parties agree that effective October 26, 1994, the Employer shall utilize the employee portion of the Employment Insurance Premium Reduction rebate to improve the Extended Health Benefit coverage.
- (iv) *Effective January 1, 2004 the cost sharing for Medical Services Plan and Extended Health Benefits as set out in clause (i) above, shall be amended to eighty percent (80%) Employer paid and twenty percent (20%) employee paid.*
- (v) *A newly hired regular employee may enrol in the Medical Services Plan on the first day of the month following their commencement of employment by paying one hundred percent (100%) of the cost of the premium.*

24.02 Group Life Insurance

- (i) Regular employees shall, upon completion of their probationary period, participate in the Group Life Insurance Plan under the trusteeship of the Capital Area Benefit Trust as a condition of continued employment. Each participating employee shall have basic life insurance coverage in the amount of two times (2x) such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the trustees of the Capital Area Benefit Trust which each employee desires.
- (ii) The Employer shall pay seventy five (75%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment benefits and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.
- (iii) *Effective January 1, 2004 the cost sharing for Group Life Insurance Benefits as set out in clause (ii) above, shall be amended to eighty percent (80%) Employer paid and twenty percent (20%) employee paid.*

24.03 Municipal Pension Plan

- (i) Newly hired regular employees upon completion of their probationary period, shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan.

- (ii) *A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is (30) calendar days or less.*
- (iii) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.

24.04 Dental Plan

- (i) *The Employer shall maintain a dental plan for regular employees upon completion of their probation period, under the trusteeship of the Capital Area Benefit Trust, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of one thousand dollars (\$1000) for each eligible employee and eligible dependent). The Employer shall pay seventy-five percent (75%) of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining twenty-five percent (25%) through monthly payroll deductions.*
- (ii) *Effective January 1, 2003, the Dental Plan "C" shall be improved to \$1500 maximum from the existing \$1000 maximum.*
- (iii) *Effective January 1, 2004 the cost sharing for Dental Plan as set out in clause (i) above shall be amended to eighty percent (80%) Employer paid and twenty percent (20%) employee paid.*

24.05 Effective date of benefit coverage

It is understood that a regular employee's initial benefit coverage in the Medical Services, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment, and Long Term Disability benefit plans will come into effect on the first day of the month following the completion of their probationary period.

24.06 Maintenance of Benefit Coverage

A regular employee, while on temporary layoff or unpaid leave of absence of up to six (6) months shall continue to maintain their coverage in the Medical Services, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

Additionally, an employee who is eligible for WCB benefits may maintain their coverage in the benefit plans by paying their share of the premium costs.

24.07 Same Sex Relationships

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than two (2) years, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

24.08 Retirement Gratuity

- (i) In the event of any regular employee of the Library retiring from service on Municipal Pension Plan, the Employer shall grant to such employee as a gratuity a sum equal to the amount shown on the payroll as the salary or wages for one (1) month to which such employee was entitled at the time of his retirement, and in the event of such employee not having taken his vacation for the calendar year of his retirement, then in addition to such gratuity, a further sum in lieu of holidays shall be granted in accordance with Article 18.02.
- (ii) In the event of any regular employee of the Library, to whom the provisions of the Municipal Pension Plan do not apply, retiring from the service of the Library on or after reaching normal retirement age as set out in the Municipal Pension Plan, the Employer shall grant to such an employee as a gratuity a sum equal to the amount shown on the payroll as the salary or wages for one (1) month to which such employee was entitled at the time of his retirement, and in the event of such employee not having taken vacation for the calendar year of his retirement, then in addition to such gratuity, a further sum shall be granted in accordance with Article 18.02; provided always that such employee has had at least five (5) years' service with the Library.

24.09 Long Term Disability Plan

- (i) The Employer and the Union shall participate in the Long Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.

- (ii) *All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed two percent (2%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this two percent (2%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the two percent (2%) total cost is maintained.*

Effective January 1, 2003 the potential total contribution rate shall be improved to three percent (3%).

- (iii) *The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of two percent (2%) of payroll:*
- (a) A benefit level of sixty percent (60%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.
 - (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in his normal occupation for the first twenty-four (24) months of disability; and thereafter, when he is unable to engage in any occupation or employment for which he is reasonably qualified or may reasonably become qualified.
 - (c) A five (5) month qualification period from the date of disability during which no benefit is payable under the Plan.

Effective January 1, 2002 the qualification period shall be reduced to seventeen (17) weeks.

- (iv) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.

(v) Benefits While on Long Term Disability

- (a) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Benefit Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
- (b) *For recipients on Long Term Disability benefits the 75/25 premium cost sharing for the above plans shall remain for the first two years while on long term disability, after which the access to such benefits ceases unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.*

Effective January 1, 2004 the cost sharing as set out above shall be amended to eighty percent (80%) Employer paid and twenty percent (20%) employee paid.

- (c) Notwithstanding (b) above all long term disability recipients (including those whose claim may be in process) as of April 15, 1992 shall share the costs of premiums at fifty percent employee paid and fifty percent employer paid for the entire duration of their eligibility for long term disability benefits.
- (d) Seniority shall continue to accrue while on Long Term Disability.
- (e) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the parties to this agreement as the Trustees deem appropriate.

24.10 Portability of Previous Employer's Benefit Plans

A newly hired regular employee shall be eligible to immediately enroll in the Medical Services Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance Plan and the Long Term Disability Plan, provided:

- (i) *they were previously employed by a municipal Employer in the Capital Regional District immediately prior to being hired, and*
- (ii) *they were previously enrolled in such plans and will not have a break in benefit coverage, and*

- (iii) *they continue to maintain their benefit plan coverage during their probationary period and pay one hundred percent (100%) of the costs of the premiums for such coverage.*

24.11 Survivor Benefit

Upon the death of a regular employee who leaves a spouse and/or dependants enrolled in the Medical Services Plan, Dental Plan and Extended Health Benefit Plan, such enrolment may continue for twelve (12) months following the employee's death, provided the enrolled family members pay the employee's share of the cost of the premium for the plans. The Employer shall advise the survivor of this benefit.

ARTICLE 25, DISCIPLINE AND EMPLOYEE RECORDS

25.01 Access to Personnel File

An employee shall have the right at any time to have access to his personnel file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

25.02 Copies of Formal Discipline

Employees shall be given copies of all formal (written) disciplinary warnings and performance appraisals placed on their personnel files.

25.03 Discipline Records

At the request of an employee, the Union may appeal to the Chief Librarian to remove from the personnel file of the employee any formal (written) discipline other than performance appraisals. The Chief Librarian shall give every reasonable consideration to the request.

25.04 Performance Appraisals

At or near the end of a probationary or appraisal period and at least once each year thereafter the Employer will provide regular employees with a written evaluation of the employee's performance.

ARTICLE 26, JOB EVALUATION

26.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and these shall be the recognized job descriptions subject to the provisions of this Article. When the Employer creates a new position or a position changes sufficiently to warrant a revised job description, a new or revised job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating.

26.02 Employee Requested Pay Reviews

When an employee feels that the work of their position has changed to warrant a pay review, the employee involved may request a review of their rate of pay for such position which shall be made in writing to the Employer. The position in question shall be evaluated by the Employer under the terms of the Job Evaluation Plan. The employee and the supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where a final rate of pay is higher than the employee's regular rate of pay, the difference shall be paid retroactively to the date the employee first requested the pay review. Pay reviews shall be completed by the Employer within ninety (90) days of the employee making a request. The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 26.05 shall apply.

26.03 Determining Rate of Pay for New or Changed Jobs

When the Employer creates a new position or it changes the work of an existing position, the job description shall be forwarded to the Union in accordance with Article 26.01. The Employer shall determine an interim rate of pay for the position in question. Six (6) months after the new position was first filled by an employee or the change took place in the work of an existing position, the Employer shall evaluate the position under the terms of the Job Evaluation Plan. The employee and the supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where the final rate of pay is higher than the interim rate of pay, the difference shall be paid retroactively to the date of the employee's appointment to the position or the date of change of work of the position. The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 26.05 shall apply.

26.04 Disclosure to the Union

When the Employer forwards a new or revised job description to the Union, the Employer shall forward a copy of the employee questionnaire, rating sheets and other documentation it used in order to rate the position under the job evaluation plan.

26.05 Dispute Resolution

Within thirty (30) days of receipt of a new or revised job description and/or the Employer's rating of a position the Union may reply, in writing, that it disagrees with the job description and/or the rating. Failure by the Union to file its disagreement with the Employer within the thirty (30) days shall render a dispute unarbitrable and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled with up to two (2) representatives from each party to discuss the differences and attempt to reach agreement. If the parties are unable to reach agreement over a job description and/or a rating then the dispute shall be defined and referred to a single arbitrator pursuant to Article 10.09 Expedited Arbitration, except that (v) shall not apply. Up to two (2) Union representatives shall be granted leave of absence without loss of pay when involved in this dispute resolution process.

26.06 Implementation of Results

The results of a matter processed pursuant to this Article, shall not be implemented nor conveyed to an affected employee until the matter is considered concluded pursuant to this Article.

26.07 Job Evaluation Plan Part of Collective Agreement

The Joint Gender Neutral Weighted Point Job Evaluation Plan including the questionnaire, as agreed between the Employer and the Union, forms part of this collective agreement as an Appendix.

26.08 Positions to be Posted

- (a) Where the re-evaluation of a position results in a three (3) or more pay grade wage rate increase for the position, then such position shall be posted as a vacancy. Should the Employer and Union agree, the position may be posted if a two (2) pay grade wage rate increase was the result of a re-evaluation.*
- (b) Where an incumbent employee is not the successful applicant for the posted vacancy, then such employee shall be laid off and exercise bumping rights pursuant to this collective agreement.*

26.09 Salary Protection

- (a) An employee whose position has been re-evaluated downward prior to October 1, 2001, shall maintain their existing rate of pay and shall receive all general wage increases for the duration of the current collective agreement while such employee remains in their current position.*
- (b) An employee, whose position has been re-evaluated downward as a result of an application for evaluation received after October 1, 2001, to a pay grade below that pay grade presently received by the employee, shall be "blue-circled".*
- (c) For the purposes of this Article, "blue-circled" means that the employee shall continue to receive fifty percent (50%) of the negotiated wage increases applicable to the employee's re-evaluated position until the wage rate of the employee's position equals or exceeds the wage rate being received by the employee.*

ARTICLE 27, BEREAVEMENT LEAVE

27.01 Entitlement

- (i) In the event of death of an immediate family member of a regular employee or auxiliary employee working full time shifts in excess of three continuous months, such employee shall be granted, upon request, a leave of absence deemed appropriate by the Chief Librarian and, if the employee attends the funeral, he shall receive his regular straight time rate of pay for scheduled duty shifts on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, to a maximum of three (3) days if the burial takes place in the Greater Victoria area, plus travelling time deemed reasonable by the Chief Librarian, if the burial takes place elsewhere.
- (ii) *If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.*
- (iii) *Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (i) above, the balance of the bereavement leave as provided in (i) above, if any, may be taken at the time of the ceremonial occasion.*
- (iv) *Employees shall be granted one-half (½) day paid leave of absence per year to attend a funeral as a mourner or as a pallbearer.*

27.02 Immediate Family

In this Article, "immediate family" shall mean the employee's: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, or any 2nd degree relative living at the same residence as the employee.

ARTICLE 28, MATERNITY, PARENTAL AND ADOPTION LEAVE

- (i) Birth Mother
A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.
- (ii) Birth Father
An employee who is the birth father shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

(iv) Extensions - Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological or emotional condition.

(v) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks.

28.02 Notice Requirements and Commencement of Leave

- (i) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (iii) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (iv) An employee on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to

have started on the date of birth.

28.03 Return to Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in 28.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity, adoption and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

28.04 Sick Leave

- (i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding paragraph 28.04(ii), an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 28.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

28.05 Benefits

- (i) MSP, Dental, EHB, Group Life Insurance and Long Term Disability benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.
- (ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

28.06 Supplementary Employment Insurance Benefits (effective January 1, 2002)

- (i) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.*
- (ii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.*
- (iii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth.*
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and*
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.**
- (v) Should an employee resign prior to the expiration of their maternity, parental and/or adoption leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.*
- (vi) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.*
- (vii) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.*

- 28.07 Seniority
Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

ARTICLE 29, UNPAID LEAVE OF ABSENCE

- 29.01 Requests for unpaid leave of absence shall be made by an employee in writing through his/her supervisor to the Chief Librarian.
- 29.02 Leave without pay may not be granted until an employee's current and accrued vacation has been used or scheduled.
- 29.03 Requests for unpaid leave up to three (3) months in duration at one time may be granted by the Chief Librarian after considering the operational requirements of the Library.
- 29.04 Unpaid leaves of more than three (3) months shall be considered for training, professional development or up-grading of skills related to work at the Library.
- 29.05 Coverage for medical, dental, EHB, group life insurance benefits and long term disability shall be maintained during the first thirty (30) consecutive days of unpaid leave of absence. For that period of unpaid leave in excess of thirty (30) consecutive days the employee shall pay the full premiums for maintenance of the benefits.

ARTICLE 30, BENEFIT TRUST LEAVE

- 30.01 *An employee who is appointed by CUPE as a Trustee to the Capital Area Benefit Trust or CUPE/GVLRA LTD Benefit Trust shall be granted leave of absence without loss of pay to attend meetings of the Trust(s).*

ARTICLE 31, SEXUAL HARASSMENT

- 31.01 The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to co-operate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- 31.02 For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.
- 31.03 Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 31.01 above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

ARTICLE 32, NO DISCRIMINATION

- 32.01 (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of his/her membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- (ii) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Act of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Act.

ARTICLE 33, TECHNOLOGICAL CHANGE

- 33.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- 33.02 Where a technological change is to be implemented which (a) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (b) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.
- 33.03 Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.
- 33.04 Where the introduction of such technological change results in an employee becoming redundant, the above committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such employee.
- 33.05 Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/ Arbitration procedure established in this Agreement.

ARTICLE 34, OCCUPATIONAL HEALTH AND SAFETY

- 34.01 Mutual Co-operation
The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

34.02 Hazardous Substances

The Employer shall provide the Union, where practicable, with such information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

34.03 Occupational Health and Safety Committee

The parties agree to establish an Occupational Health and Safety Committee per the W.C.B. Regulations. One of the functions of this committee shall be to promote occupational health and safety in the workplace.

ARTICLE 35, INTERNATIONAL / INTER-PROVINCIAL JOB EXCHANGES

35.01 All requests for exchanges with employees outside the Employer's Library System will be made to the Chief Librarian at least six months in advance. The intent of job exchanges is to place an employee from another institution directly into the position held by the Library employee taking the leave. Conditions of the exchange will be set by the Chief Librarian.

35.02 To be eligible, employees making an exchange request will have worked for the Employer for at least four (4) consecutive years in, and are currently in, a regular full-time position.

35.03 Job exchanges greater than six (6) months but not exceeding one (1) year will be considered.

35.04 All arrangements for the exchange shall be made by the employee. Final approval of the visiting employee shall be made by the Chief Librarian.

35.05 The Union/Management Committee shall be consulted respecting any pending job exchange.

35.06 There will be no additional costs to the Library because of the exchange.

ARTICLE 36, CONTRACTING OUT

No regular employee shall be laid off and placed on the recall list, terminated, or failed to be recalled to their classification as a result of contracting out.

ARTICLE 37, TERM OF AGREEMENT

37.01 Term

This Agreement shall be in effect from and including, January 1, 2001, to and including December 31, 2004, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, terminate the Agreement and require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

37.02 Notice of Termination

- (i) If either party gives such notice for termination of the Collective Agreement, both parties to the Agreement shall submit in writing proposed changes to the Collective Agreement at the initial negotiating meeting, but this procedure shall not preclude either party making further proposals at subsequent negotiating meetings.
- (ii) In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Secretary of the Union at the Greater Victoria Public Library, Victoria, British Columbia, and in the case of notice to the Employer, if delivered or mailed in the same manner to the Manager, The Greater Victoria Labour Relations Association, 330-2950 Douglas Street, Victoria, B.C., V8T 4N4.

37.03 Section 50 Excluded

Sections 50 (2) and (3) of the Labour Relations Code of B.C. shall be excluded and have no application to this Agreement.

37.04 Retroactivity

Except where otherwise specifically provided, the effective date of all amendments to this Agreement shall be on the date of execution first above written, however, adjustments to salaries shall apply as provided in Schedules "A" and "B".

ARTICLE 38, LETTERS OF UNDERSTANDING

38.01 For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

- Letter No. 1 - Grandfather Provisions - Sick Leave Entitlement Accrual
- Letter No. 2 - On the Job Training
- Letter No. 3 - Job Sharing
- Letter No. 4 - Pregnant Employees Working at V.D.T.'s

- Letter No. 5 - Deferred Salary Leave Plan
- Letter No. 6 - Auxiliary Employee Troubleshooter
- Letter No. 7 - Salary Sharing for Auxiliary Employees
- Letter No. 8 - Cost of Living Allowance
- Letter No. 9 – Employee and Family Assistance Program
- Letter No. 10 - Pay Equity

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE, Local 410

MANAGER, GVLRA

SCHEDULE "A"
EFFECTIVE January 1, 2001

Band / Position(s)		Step 1	Step 2	Step 3
Band 2				
	Hourly	N/A	N/A	11.56
	Biweekly	N/A	N/A	809.55
	Annually	N/A	N/A	21,120
Band 3				
Shipper Receiver	Hourly	11.56	12.04	12.52
Technical Services Clerk	Biweekly	809.55	842.90	876.27
	Annually	21,120	21,991	22,861
Band 4				
Acquisitions Clerk	Hourly	12.52	12.99	13.47
Processing Clerk	Biweekly	876.27	909.42	942.60
	Annually	22,861	23,726	24,592
Band 5				
Circulation Assistant	Hourly	13.47	13.95	14.43
	Biweekly	942.60	976.59	1,009.90
	Annually	24,592	25,479	26,348
Band 6				
Collection Agency Clerk	Hourly	14.43	14.79	15.27
Shuttle Driver	Biweekly	1,009.90	1,035.09	1,068.60
	Annually	26,348	27,005	27,879
Band 7				
Accounting Clerk	Hourly	14.79	15.27	15.74
Cataloguing Clerk	Biweekly	1,035.09	1,068.60	1,102.10
Government Documents Clerk	Annually	27,005	27,879	28,753
Periodicals Clerk				
Band 8				
Community Services Clerk	Hourly	15.74	16.22	16.69
Information Centre Clerk	Biweekly	1,102.10	1,135.25	1,168.39
Senior Acquisitions Clerk	Annually	28,753	29,618	30,482
Youth Section Clerk				
Band 9				
Library Assistant	Hourly	16.69	17.17	17.65
Payroll Clerk	Biweekly	1,168.39	1,201.90	1,235.40
	Annually	30,482	31,357	32,231
Band 10				
	Hourly	17.65	18.13	18.61
	Biweekly	1,235.40	1,268.91	1,302.42
	Annually	32,231	33,105	33,979

SCHEDULE "A"
EFFECTIVE January 1, 2001

Band / Position(s)		Step 1	Step 2	Step 3
Band 11				
Acquisitions Clerk Supervisor	Hourly	18.61	19.08	19.55
Branch Clerk Supervisor	Biweekly	1,302.42	1,335.56	1,368.70
Cataloguing Assistant	Annually	33,979	34,844	35,708
Cataloguing Clerk Supervisor				
Circulation Control Page Supervisor				
[Community Services Supervisor]				
Graphic Artist				
Information Centre Supervisor				
PC Support Technician				
Purchasing Officer				
Band 12				
Adult Services Clerk Supervisor	Hourly	19.55	20.03	20.51
Branch Supervisor--Central Saanich	Biweekly	1,368.70	1,402.22	1,435.73
	Annually	35,708	36,583	37,457
Band 13				
Circulation Control Supervisor	Hourly	20.51	20.98	21.46
Computer Operator/Programmer	Biweekly	1,435.73	1,468.86	1,502.01
	Annually	37,457	38,322	39,186
Band 14				
	Hourly	21.46	21.94	22.41
Cataloguer	Biweekly	1,502.01	1,535.51	1,569.02
	Annually	39,186	40,060	40,935
Band 15				
Public Services Librarian—Branches	Hourly	22.41	22.89	23.37
Public Services Librarian—Central	Biweekly	1,569.02	1,602.53	1,636.04
Youth Librarian—Branches	Annually	40,935	41,809	42,683
Youth Librarian—Central				
Band 16				
	Hourly	23.37	23.85	24.32
Systems Supervisor	Biweekly	1,636.04	1,669.18	1,702.32
	Annually	42,683	43,548	44,412
Band 17				
Head Cataloguer	Hourly	24.32	24.80	25.28
Systems Librarian	Biweekly	1,702.32	1,735.84	1,769.33
	Annually	44,412	45,287	46,161
Band 18				
Acquisitions Librarian	Hourly	25.28	25.75	26.22
Branch Head	Biweekly	1,769.33	1,802.49	1,835.62
[Coordinator of Youth Services]	Annually	46,161	47,026	47,890
Head of Circulation & Collections, Central				
Head of Info Resources & Services, Central				

SCHEDULE "A"
EFFECTIVE July 1, 2001

Band / Position(s)		Step 1	Step 2	Step 3
Band 2				
	Hourly	N/A	N/A	11.68
	Biweekly	N/A	N/A	817.64
	Annually	N/A	N/A	21,332
Band 3				
Shipper Receiver	Hourly	11.68	12.16	12.64
Technical Services Clerk	Biweekly	817.64	851.32	885.03
	Annually	21,332	22,210	23,090
Band 4				
Acquisitions Clerk	Hourly	12.64	13.12	13.60
Processing Clerk	Biweekly	885.03	918.52	952.03
	Annually	23,090	23,963	24,838
Band 5				
Circulation Assistant	Hourly	13.60	14.09	14.57
	Biweekly	952.03	986.36	1,020.00
	Annually	24,838	25,733	26,611
Band 6				
Collection Agency Clerk	Hourly	14.57	14.93	15.42
Shuttle Driver	Biweekly	1,020.00	1,045.44	1,079.29
	Annually	26,611	27,275	28,158
Band 7				
Accounting Clerk	Hourly	14.93	15.42	15.90
Cataloguing Clerk	Biweekly	1,045.44	1,079.29	1,113.12
Government Documents Clerk	Annually	27,275	28,158	29,041
Periodicals Clerk				
Band 8				
Community Services Clerk	Hourly	15.90	16.38	16.86
Information Centre Clerk	Biweekly	1,113.12	1,146.60	1,180.07
Senior Acquisitions Clerk	Annually	29,041	29,914	30,787
Youth Section Clerk				
Band 9				
Library Assistant	Hourly	16.86	17.34	17.83
Payroll Clerk	Biweekly	1,180.07	1,213.92	1,247.76
	Annually	30,787	31,670	32,553
Band 10				
	Hourly	17.83	18.31	18.79
	Biweekly	1,247.76	1,281.60	1,315.44
	Annually	32,553	33,436	34,319

SCHEDULE "A"
EFFECTIVE July 1, 2001

Band / Position(s)		Step 1	Step 2	Step 3
Band 11				
Acquisitions Clerk Supervisor	Hourly	18.79	19.27	19.75
Branch Clerk Supervisor	Biweekly	1,315.44	1,348.92	1,382.39
Cataloguing Assistant	Annually	34,319	35,192	36,066
Cataloguing Clerk Supervisor				
Circulation Control Page Supervisor				
[Community Services Supervisor]				
Graphic Artist				
Information Centre Supervisor				
PC Support Technician				
Purchasing Officer				
Band 12				
Adult Services Clerk Supervisor	Hourly	19.75	20.23	20.72
Branch Supervisor--Central Saanich	Biweekly	1,382.39	1,416.24	1,450.09
	Annually	36,066	36,949	37,832
Band 13				
Circulation Control Supervisor	Hourly	20.72	21.19	21.67
Computer Operator/Programmer	Biweekly	1,450.08	1,483.55	1,517.03
	Annually	37,832	38,705	39,578
Band 14				
	Hourly	21.67	22.16	22.64
Cataloguer	Biweekly	1,517.03	1,550.87	1,584.72
	Annually	39,578	40,461	41,344
Band 15				
Public Services Librarian--Branches	Hourly	22.64	23.12	23.61
Public Services Librarian--Central	Biweekly	1,584.72	1,618.55	1,652.40
Youth Librarian--Branches	Annually	41,344	42,227	43,110
Youth Librarian--Central				
Band 16				
	Hourly	23.61	24.08	24.56
Systems Supervisor	Biweekly	1,652.40	1,685.87	1,719.35
	Annually	43,110	43,983	44,857
Band 17				
Head Cataloguer	Hourly	24.56	25.05	25.53
Systems Librarian	Biweekly	1,719.35	1,753.19	1,787.03
	Annually	44,857	45,740	46,622
Band 18				
Acquisitions Librarian	Hourly	25.53	26.01	26.49
Branch Head	Biweekly	1,787.03	1,820.51	1,853.98
[Coordinator of Youth Services]	Annually	46,622	47,496	48,369
Head of Circulation & Collections, Central				
Head of Info Resources & Services, Central				

SCHEDULE "A"
EFFECTIVE January 1, 2002
2% wage (subject to COLA)
1% JEPE

Band / Position(s)		Step 1	Step 2	Step 3
Band 2				
	Hourly	N/A	N/A	12.03
	Biweekly	N/A	N/A	842.17
	Annually	N/A	N/A	21,972
Band 3				
Shipper Receiver	Hourly	12.03	12.53	13.02
Technical Services Clerk	Biweekly	842.17	876.86	911.58
	Annually	21,972	22,877	23,783
Band 4				
Acquisitions Clerk	Hourly	13.02	13.52	14.01
Processing Clerk	Biweekly	911.58	946.07	980.59
	Annually	23,782	24,682	25,583
Band 5				
Circulation Assistant	Hourly	14.01	14.51	15.01
	Biweekly	980.59	1,015.95	1,050.60
	Annually	25,583	26,505	27,409
Band 6				
Collection Agency Clerk	Hourly	15.01	15.38	15.88
Shuttle Driver	Biweekly	1,050.60	1,076.80	1,111.66
	Annually	27,409	28,093	29,003
Band 7				
Accounting Clerk	Hourly	15.38	15.88	16.38
Cataloguing Clerk	Biweekly	1,076.80	1,111.66	1,146.52
Government Documents Clerk	Annually	28,093	29,003	29,912
Periodicals Clerk				
Band 8				
Community Services Clerk	Hourly	16.38	16.87	17.36
Information Centre Clerk	Biweekly	1,146.52	1,181.00	1,215.47
Senior Acquisitions Clerk	Annually	29,912	30,811	31,711
Youth Section Clerk				
Band 9				
Library Assistant	Hourly	17.36	17.86	18.36
Payroll Clerk	Biweekly	1,215.47	1,250.34	1,285.19
	Annually	31,711	32,620	33,530
Band 10				
	Hourly	18.36	18.86	19.36
	Biweekly	1,285.19	1,320.05	1,354.90
	Annually	33,530	34,439	35,348

SCHEDULE "A"
EFFECTIVE January 1, 2002

2% wage (subject to COLA)

1% JEPE

Band / Position(s)		Step 1	Step 2	Step 3
Band 11				
Acquisitions Clerk Supervisor	Hourly	19.36	19.85	20.34
Branch Clerk Supervisor	Biweekly	1,354.90	1,389.39	1,423.86
Cataloguing Assistant	Annually	35,348	36,248	37,147
Cataloguing Clerk Supervisor				
Circulation Control Page Supervisor				
[Community Services Supervisor]				
Graphic Artist				
Information Centre Supervisor				
PC Support Technician				
Purchasing Officer				
Band 12				
Adult Services Clerk Supervisor	Hourly	20.34	20.84	21.34
Branch Supervisor--Central Saanich	Biweekly	1,423.86	1,458.73	1,493.59
	Annually	37,147	38,057	38,967
Band 13				
Circulation Control Supervisor	Hourly	21.34	21.83	22.32
Computer Operator/Programmer	Biweekly	1,493.58	1,528.06	1,562.54
	Annually	38,967	39,866	40,766
Band 14				
Cataloguer	Hourly	22.32	22.82	23.32
	Biweekly	1,562.54	1,597.39	1,632.26
	Annually	40,766	41,675	42,584
Band 15				
Public Services Librarian--Branches	Hourly	23.32	23.82	24.31
Public Services Librarian--Central	Biweekly	1,632.26	1,667.11	1,701.97
Youth Librarian--Branches	Annually	42,584	43,494	44,403
Youth Librarian--Central				
Band 16				
Systems Supervisor	Hourly	24.31	24.81	25.30
	Biweekly	1,701.97	1,736.44	1,770.93
	Annually	44,403	45,303	46,202
Band 17				
Head Cataloguer	Hourly	25.30	25.80	26.29
Systems Librarian	Biweekly	1,770.93	1,805.79	1,840.64
	Annually	46,202	47,112	48,021
Band 18				
Acquisitions Librarian	Hourly	26.29	26.79	27.28
Branch Head	Biweekly	1,840.64	1,875.13	1,909.60
[Coordinator of Youth Services]	Annually	48,021	48,921	49,820
Head of Circulation & Collections, Central				
Head of Info Resources & Services, Central				

SCHEDULE "A"
EFFECTIVE July 1, 2002

Pay Bands 2-10: increased by \$0.30/hr (JEPE)

Pay Band 18: increased to grandparented rate (JEPE)

Band / Position(s)		Step 1	Step 2	Step 3
Band 2				
	Hourly	N/A	N/A	12.33
	Biweekly	N/A	N/A	863.17
	Annually	N/A	N/A	22,519
Band 3				
Shipper Receiver	Hourly	12.33	12.83	13.32
Technical Services Clerk	Biweekly	863.17	897.86	932.58
	Annually	22,519	23,425	24,330
Band 4				
Acquisitions Clerk	Hourly	13.32	13.82	14.31
Processing Clerk	Biweekly	932.58	967.07	1,001.59
	Annually	24,330	25,230	26,131
Band 5				
Circulation Assistant	Hourly	14.31	14.81	15.31
	Biweekly	1,001.59	1,036.95	1,071.60
	Annually	26,131	27,053	27,957
Band 6				
Collection Agency Clerk	Hourly	15.31	15.68	16.18
Shuttle Driver	Biweekly	1,071.60	1,097.80	1,132.66
	Annually	27,957	28,641	29,550
Band 7				
Accounting Clerk	Hourly	15.68	16.18	16.68
Cataloguing Clerk	Biweekly	1,097.80	1,132.66	1,167.52
Government Documents Clerk	Annually	28,641	29,550	30,460
Periodicals Clerk				
Band 8				
Community Services Clerk	Hourly	16.68	17.17	17.66
Information Centre Clerk	Biweekly	1,167.52	1,202.00	1,236.47
Senior Acquisitions Clerk	Annually	30,460	31,359	32,259
Youth Section Clerk				
Band 9				
Library Assistant	Hourly	17.66	18.16	18.66
Payroll Clerk	Biweekly	1,236.47	1,271.34	1,306.19
	Annually	32,259	33,168	34,078
Band 10				
	Hourly	18.66	19.16	19.66
	Biweekly	1,306.19	1,341.05	1,375.90
	Annually	34,078	34,987	35,896

SCHEDULE "A"
EFFECTIVE July 1, 2002

Pay Bands 2-10: increased by \$0.30/hr
Pay Band 18: increased to grandparented rate

Band / Position(s)		Step 1	Step 2	Step 3
Band 11				
Acquisitions Clerk Supervisor	Hourly	19.36	19.85	20.34
Branch Clerk Supervisor	Biweekly	1,354.90	1,389.39	1,423.86
Cataloguing Assistant	Annually	35,348	36,248	37,147
Cataloguing Clerk Supervisor				
Circulation Control Page Supervisor				
[Community Services Supervisor]				
Graphic Artist				
Information Centre Supervisor				
PC Support Technician				
Purchasing Officer				
Band 12				
Adult Services Clerk Supervisor	Hourly	20.34	20.84	21.34
Branch Supervisor--Central Saanich	Biweekly	1,423.86	1,458.73	1,493.59
	Annually	37,147	38,057	38,967
Band 13				
Circulation Control Supervisor	Hourly	21.34	21.83	22.32
Computer Operator/Programmer	Biweekly	1,493.58	1,528.06	1,562.54
	Annually	38,967	39,866	40,766
Band 14				
	Hourly	22.32	22.82	23.32
Cataloguer	Biweekly	1,562.54	1,597.39	1,632.26
	Annually	40,766	41,675	42,584
Band 15				
Public Services Librarian--Branches	Hourly	23.32	23.82	24.31
Public Services Librarian--Central	Biweekly	1,632.26	1,667.11	1,701.97
Youth Librarian--Branches	Annually	42,584	43,494	44,403
Youth Librarian--Central				
Band 16				
	Hourly	24.31	24.81	25.30
Systems Supervisor	Biweekly	1,701.97	1,736.44	1,770.93
	Annually	44,403	45,303	46,202
Band 17				
Head Cataloguer	Hourly	25.30	25.80	26.29
Systems Librarian	Biweekly	1,770.93	1,805.79	1,840.64
	Annually	46,202	47,112	48,021
Band 18				
Acquisitions Librarian	Hourly	27.08	28.35	29.68
Branch Head	Biweekly	1,895.27	1,984.31	2,077.39
[Coordinator of Youth Services]	Annually	48,446	51,769	54,198
Head of Circulation & Collections, Central				
Head of Info Resources & Services, Central				

SCHEDULE "A"
EFFECTIVE January 1, 2003

2.5% wage (subject to COLA)
increased by \$0.20/hr (JEPE)

Band / Position(s)		Step 1	Step 2	Step 3
Band 2				
	Hourly	N/A	N/A	12.84
	Biweekly	N/A	N/A	899.10
	Annually	N/A	N/A	23,457
Band 3				
Shipper Receiver	Hourly	12.84	13.35	13.86
Technical Services Clerk	Biweekly	899.10	934.66	970.25
	Annually	23,457	24,385	25,313
Band 4				
Acquisitions Clerk	Hourly	13.86	14.37	14.87
Processing Clerk	Biweekly	970.25	1,005.60	1,040.98
	Annually	25,313	26,235	27,158
Band 5				
Circulation Assistant	Hourly	14.87	15.39	15.90
	Biweekly	1,040.98	1,077.22	1,112.74
	Annually	27,158	28,104	29,031
Band 6				
Collection Agency Clerk	Hourly	15.90	16.28	16.79
Shuttle Driver	Biweekly	1,112.74	1,139.60	1,175.33
	Annually	29,031	29,731	30,664
Band 7				
Accounting Clerk	Hourly	16.28	16.79	17.30
Cataloguing Clerk	Biweekly	1,139.60	1,175.33	1,211.05
Government Documents Clerk	Annually	29,731	30,664	31,596
Periodicals Clerk				
Band 8				
Community Services Clerk	Hourly	17.30	17.81	18.31
Information Centre Clerk	Biweekly	1,211.05	1,246.40	1,281.74
Senior Acquisitions Clerk	Annually	31,596	32,518	33,440
Youth Section Clerk				
Band 9				
Library Assistant	Hourly	18.31	18.82	19.33
Payroll Clerk	Biweekly	1,281.74	1,317.47	1,353.19
	Annually	33,440	34,372	35,304
Band 10				
	Hourly	19.33	19.84	20.35
	Biweekly	1,353.19	1,388.93	1,424.65
	Annually	35,304	36,236	37,168

SCHEDULE "A"
EFFECTIVE January 1, 2003

2.5% wage (subject to COLA)
increased by \$0.20/hr (JEPE)

Band / Position(s)		Step 1	Step 2	Step 3
Band 11				
Acquisitions Clerk Supervisor	Hourly	20.04	20.55	21.05
Branch Clerk Supervisor	Biweekly	1,403.13	1,438.47	1,473.81
Cataloguing Assistant	Annually	36,607	37,529	38,451
Cataloguing Clerk Supervisor				
Circulation Control Page Supervisor				
[Community Services Supervisor]				
Graphic Artist				
Information Centre Supervisor				
PC Support Technician				
Purchasing Officer				
Band 12				
Adult Services Clerk Supervisor	Hourly	21.05	21.56	22.08
Branch Supervisor--Central Saanich	Biweekly	1,473.81	1,509.55	1,545.28
	Annually	38,451	39,383	40,315
Band 13				
Circulation Control Supervisor	Hourly	22.08	22.58	23.09
Computer Operator/Programmer	Biweekly	1,545.28	1,580.61	1,615.96
	Annually	40,315	41,237	42,159
Band 14				
	Hourly	23.09	23.60	24.11
Cataloguer	Biweekly	1,615.96	1,651.68	1,687.41
	Annually	42,159	43,091	44,023
Band 15				
Public Services Librarian--Branches	Hourly	24.11	24.62	25.13
Public Services Librarian--Central	Biweekly	1,687.41	1,723.14	1,758.87
Youth Librarian--Branches	Annually	44,023	44,955	45,888
Youth Librarian--Central				
Band 16				
	Hourly	25.13	25.63	26.14
Systems Supervisor	Biweekly	1,758.87	1,794.21	1,829.55
	Annually	45,888	46,810	47,732
Band 17				
Head Cataloguer	Hourly	26.14	26.65	27.16
Systems Librarian	Biweekly	1,829.55	1,865.29	1,901.00
	Annually	47,732	48,664	49,596
Band 18				
Acquisitions Librarian	Hourly	27.96	29.26	30.62
Branch Head	Biweekly	1,957.00	2,048.27	2,143.67
[Coordinator of Youth Services]	Annually	51,057	53,438	55,927
Head of Circulation & Collections, Central				
Head of Info Resources & Services, Central				

SCHEDULE "A"
EFFECTIVE January 1, 2004

2% wage (subject to COLA)
increased by \$0.20/hr (JEPE)

Band / Position(s)		Step 1	Step 2	Step 3
Band 2				
	Hourly	N/A	N/A	13.31
	Biweekly	N/A	N/A	931.36
	Annually	N/A	N/A	24,299
Band 3				
Shipper Receiver	Hourly	13.31	13.82	14.34
Technical Services Clerk	Biweekly	931.36	967.63	1,003.93
	Annually	24,299	25,245	26,192
Band 4				
Acquisitions Clerk	Hourly	14.34	14.86	15.37
Processing Clerk	Biweekly	1,003.93	1,039.99	1,076.08
	Annually	26,192	27,133	28,074
Band 5				
Circulation Assistant	Hourly	15.37	15.90	16.42
	Biweekly	1,076.08	1,113.04	1,149.27
	Annually	28,074	29,039	29,984
Band 6				
Collection Agency Clerk	Hourly	16.42	16.81	17.33
Shuttle Driver	Biweekly	1,149.27	1,176.67	1,213.12
	Annually	29,984	30,698	31,649
Band 7				
Accounting Clerk	Hourly	16.81	17.33	17.85
Cataloguing Clerk	Biweekly	1,176.67	1,213.12	1,249.56
Government Documents Clerk	Annually	30,698	31,649	32,600
Periodicals Clerk				
Band 8				
Community Services Clerk	Hourly	17.85	18.37	18.88
Information Centre Clerk	Biweekly	1,249.56	1,285.61	1,321.65
Senior Acquisitions Clerk	Annually	32,600	33,541	34,481
Youth Section Clerk				
Band 9				
Library Assistant	Hourly	18.88	19.40	19.92
Payroll Clerk	Biweekly	1,321.65	1,358.10	1,394.54
	Annually	34,481	35,432	36,382
Band 10				
	Hourly	19.92	20.44	20.96
	Biweekly	1,394.54	1,430.99	1,467.42
	Annually	36,382	37,333	38,284

SCHEDULE "A"
EFFECTIVE January 1, 2004

2% wage (subject to COLA)
increased by \$0.20/hr (JEPE)

Band / Position(s)		Step 1	Step 2	Step 3
Band 11				
Acquisitions Clerk Supervisor	Hourly	20.65	21.16	21.68
Branch Clerk Supervisor	Biweekly	1,445.47	1,481.52	1,517.56
Cataloguing Assistant	Annually	37,711	38,652	39,592
Cataloguing Clerk Supervisor				
Circulation Control Page Supervisor				
[Community Services Supervisor]				
Graphic Artist				
Information Centre Supervisor				
PC Support Technician				
Purchasing Officer				
Band 12				
Adult Services Clerk Supervisor	Hourly	21.68	22.20	22.72
Branch Supervisor--Central Saanich	Biweekly	1,517.56	1,554.02	1,590.46
	Annually	39,592	40,543	41,494
Band 13				
Circulation Control Supervisor	Hourly	22.72	23.24	23.75
Computer Operator/Programmer	Biweekly	1,590.46	1,626.50	1,662.56
	Annually	41,494	42,434	43,375
Band 14				
	Hourly	23.75	24.27	24.79
Cataloguer	Biweekly	1,662.56	1,698.99	1,735.44
	Annually	43,375	44,326	45,276
Band 15				
Public Services Librarian--Branches	Hourly	24.79	25.31	25.83
Public Services Librarian--Central	Biweekly	1,735.44	1,771.88	1,808.33
Youth Librarian--Branches	Annually	45,276	46,227	47,178
Youth Librarian--Central				
Band 16				
	Hourly	25.83	26.35	26.86
Systems Supervisor	Biweekly	1,808.33	1,844.37	1,880.42
	Annually	47,178	48,118	49,059
Band 17				
Head Cataloguer	Hourly	26.86	27.38	27.90
Systems Librarian	Biweekly	1,880.42	1,916.87	1,953.30
	Annually	49,059	50,010	50,960
Band 18				
Acquisitions Librarian	Hourly	28.72	30.05	31.44
Branch Head	Biweekly	2,010.42	2,103.52	2,200.82
[Coordinator of Youth Services]	Annually	52,450	54,879	57,418
Head of Circulation & Collections, Central				
Head of Info Resources & Services, Central				

SCHEDULE "B" – PAGES

January 1, 2001	1% Wages	8.52
July 1, 2001	1% Wages	8.61
January 1, 2002	2% Wages 1% JEPE	8.87
January 1, 2003	2.5% Wages	9.09
January 1, 2004	2% Wages	9.27

LETTER OF UNDERSTANDING #1

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

The attached Letter of Understanding (Grandfather Provisions - Sick Leave Pay-out and Sick Leave Accrual) was first included in the Collective Agreement between the parties which became effective January 1, 1983 and which expired December 31, 1985. In order to interpret the attached Letter, reference should be made to that Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Grandfather Provisions - Sick Leave Payout and Sick Leave Accrual

Article 1: Preamble

- 1.1 This Letter of Understanding establishes "grandfather" provisions for sick leave pay-out and sick leave accrual arising as a result of changes made to the sick leave language, Article 19 of the renewal Agreement, that replaced the Collective Agreement which expired on December 31, 1982.
- 1.2 This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.
- 1.3 Regular employees not actively employed or on the recall list on April 6, 1984, as defined in Section 2.1 below; or regular employees hired after April 6, 1984, shall not be eligible for any benefits under this Letter of Understanding.
- 1.4 "Twenty-six (26) weeks" wherever mentioned below shall be interpreted as the number of working days or shifts in a calendar period of time of twenty-six (26) weeks, or six (6) months or one-half (½) a year.

Article 2: Sick Leave Accrual

- 2.1 Those regular employees who were on April 6, 1984 actively employed (including W.C.B., sick leave or authorized leave), or were on the recall list and eligible for recall on that date, shall be eligible to continue to accrue sick leave pursuant to Section 2.2 below. Such employees shall not be eligible to accrue sick leave under Article 20.04 of the Collective Agreement.
- 2.2 Regular employees, eligible under Section 2.1 above, shall earn yearly sick leave in accordance with Article 20.02 of the Collective Agreement. The maximum cumulative sick leave being twenty-six (26) weeks. Where an eligible employee has not taken sick leave, or only a portion thereof, to which he would be entitled under the schedule set out in Article 20.02, he shall be entitled to accrue fifty percent (50%) of such unused sick leave for his future benefit; it being understood that in the event of any employee attaining the maximum accumulative sick leave, such sick leave shall, nevertheless, continue to accrue as aforesaid, but in no case shall the maximum benefits to which an employee is entitled exceed twenty-six (26) weeks in any twelve (12) month period.

Article 3, Sick Leave Payout

I. From April 6, 1984 to December 31, 1984 Inclusive

- 3.1 For the period from April 6, 1984 up to and including December 31, 1984, regular employees who were on April 6, 1984 actively employed (including W.C.B., sick leave or authorized leave), or who were on the recall list and eligible for recall on that date, shall be eligible to receive sick leave payout on the basis of Sections 3.2 through 3.4 below.
- 3.2 From April 6, 1984 to and including December 31, 1984, regular employees, eligible under Section 3.1 above having accrued sick leave to their credit at retirement, will receive a salary grant in lieu thereof equal to seventy-five percent (75%) of such credit; PROVIDED that in no case shall the said salary grant in lieu of accrued sick leave exceed seventy-five percent (75%) of the maximum accumulative sick leave of twenty-six (26) weeks.
- 3.3 From April 6, 1984 to and including December 31, 1984, after ten (10) years' continuous service, a regular employee eligible under Section 3.1 above, whose employment terminates shall receive a salary grant equal to seventy-five percent (75%) of any accrued sick leave acquired by him to the date of termination; PROVIDED that in no case shall this grant exceed seventy-five percent (75%) of the maximum accumulative sick leave of twenty-six (26) weeks. This Section 3.3 shall not apply in cases where an employee is discharged for cause or in cases of retirement which are covered by Section 3.2. Employees receiving severance pay under this Section 3.3. shall not also receive severance pay under Section 13.06 of the Collective Agreement.
- 3.4 From April 6, 1984 to and including December 31, 1984, in the event of the death of a regular employee eligible under Section 3.1 above, the Employer shall grant to the estate of such employee a sum equal to an additional six (6) weeks salary or wages computed from the date of death and calculated at the rate of pay to which he was entitled at the date of his death; PROVIDED that where such employee having at least ten (10) years' continuous service dies while in service, his estate shall be entitled to either the benefits paid under Section 3.3 or under this Section 3.4, whichever is greater.

II. Effective December 31, 1984

- 3.5 As at the close of business on December 31, 1984, a maximum sick leave accrual level for payout purposes shall be established or "frozen" for each regular employee who was, on April 6, 1984, actively employed or on the recall list, as defined in Section 3.1, and who remained so actively employed or on the recall list on December 31, 1984.

3.6 The maximum sick leave accrual level for payout purposes for each regular employee covered by Section 3.5 shall be established at each such employee's actual sick leave accrual level as at the close of business on December 31, 1984, provided the maximum accrual any such employee shall have established or "frozen" is twenty-six (26) weeks.

III. Following December 31, 1984

3.7 From January 1, 1985 onward, only those regular employees who had a maximum sick leave accrual level for payout purposes established or "frozen" for them on December 31, 1984, in accordance with Sections 3.5 and 3.6 above, shall be eligible to receive sick leave payout, and then, only pursuant to Sections 3.8 through 3.10 below.

3.8 A regular employee who is eligible for a sick leave payout in accordance with Section 3.7 and who retires on or after January 1, 1985, shall be eligible to receive a salary grant of seventy-five percent (75%) of the sick leave accrual such employee actually has to his credit on the date of retirement; PROVIDED always that such employee shall not receive an amount which is greater than seventy-five percent (75%) of the "frozen" maximum sick leave accrual level for payout purposes established for such employee on December 31, 1984, under Sections 3.5 and 3.6 above.

3.9 After ten (10) years' continuous service, a regular employee who is eligible for a sick leave payout in accordance with Section 3.7 and whose employment terminates on or after January 1, 1985, shall be eligible to receive a salary grant of seventy-five percent (75%) of the sick leave accrual such employee actually has to his credit on the date of termination, PROVIDED always that such employee shall not receive an amount which is greater than seventy-five percent (75%) of the "frozen" maximum sick leave accrual level for payout purposes established for such employee on December 31, 1984, under Sections 3.5 and 3.6 above. This Section 3.9 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered under Section 3.8. Employees receiving severance pay under this Section 3.9 shall not also receive severance pay under Article 13.06 of the Collective Agreement.

3.10 In the event of the death on or after January 1, 1985 of a regular employee who was eligible for a sick leave payout in accordance with Section 3.7, the estate of such employee shall be eligible to receive a salary grant equivalent to an additional six (6) weeks' pay computed at the normal basic wage rate for such employee at the time of his death; PROVIDED that, where the employee had ten (10) years or more continuous service at the time of death, his estate shall be eligible to receive the greater of either a salary grant calculated on the basis of Section 3.9 above, or six (6) weeks' pay in accordance with this Section 3.10.

3.11 The dollar (\$) value of the sick leave payout under this Letter shall be calculated on the basis of the various historic basic rates of pay during the various periods of accrual.

3.12 Regular employees who have had their maximum sick leave accrual level for

payout purposes established or "frozen" on December 31, 1984 under Sections 3.5 and 3.6 above and who subsequently utilize part or all of such accrual because they become legitimately ill, may by working after such illness and earning additional sick leave, reaccrue sick leave for payout purposes back to the original established maximum level. The above notwithstanding, it should be understood that the maximum "frozen" sick leave accrual level for payout purposes is not guaranteed and must actually be earned and to each employee's credit at the time of payout.

LETTER OF UNDERSTANDING #2

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

On the Job Training

The parties agree as follows:

- (i) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during the normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within the work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein.
- (ii) Additional Employer considerations when selecting employees for training under this article shall be as follows in rank order:
 - (a) The present and future operating needs and efficiency of the department and/or work unit involved;
 - (b) the relationship between an eligible employee's current work and the training to be offered;
 - (c) the capabilities and past performance of the employees considered for training; and,
 - (d) seniority.
- (iii) Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Letter. Such training shall always meet the basic criteria set out in the first sentence of Subsection (i) with employees being selected for such training on the basis of Subsection (ii).

- (iv) Training under this Letter shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions. For purposes of this Letter, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #3

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Job Sharing

The parties agree during the term of the current Collective Agreement to utilize the concept of job sharing on the following basis:

1. It is understood that the number of job sharing units (pairings) which shall be utilized in the Library shall be limited to five (5) in number. Each such job sharing unit (pairing) shall require the written approval of the Chief Librarian before being implemented.
2. There shall be no extra cost to the Employer as a result of implementing or maintaining any job sharing unit (pairing).
3. Scheduling of working hours shall be done within the department concerned, but the hours of work of each incumbent in a job sharing unit (pairing) must average one-half ($\frac{1}{2}$) time.
4. The two incumbents involved in each job sharing unit (pairing) shall share the wages, benefits and conditions provided by the Collective Agreement, to a combined maximum which is the same as if one employee occupied that position. Where it is impossible to split a benefit or condition between the two incumbents, one or both shall be required to pay the additional costs incurred by the Employer in making that benefit or condition available to both.
5. In order to institute a job sharing unit (pairing), voluntary acceptance by the incumbent currently occupying that position is required. The other member of the pairing shall be selected by the Employer, with the primary consideration being compatibility. It is understood that job sharing units (pairing) shall not necessarily be posted and employees seeking to be involved should make their interest known in writing to their Department Head, which request shall be forwarded with the Department Head's recommendation to the Chief Librarian.
6. When one incumbent of a job sharing unit (pairing) is absent (e.g. sick leave, vacation, etc.) the other member of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time rather than employing a temporary replacement, when full-time coverage is required by the Employer. When one member of the pairing so works, he/she shall be granted compensatory time-off rather than additional straight-time pay.

7. When both incumbents, or the Employer, wish to discontinue any job sharing unit (pairing), the incumbent longest in the position in question shall be given preference over the lesser service incumbent for purposes of retaining the full-time position which results. The lesser service incumbent shall either be laid-off or "bump" a more junior employee in accordance with the terms of this Agreement, on the same basis as would any other regular part-time employee.
8. This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #4

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Pregnant Employees Working at V.D.T.'s

The parties agree to discuss in the Union/Management Committee the Union's concerns regarding pregnant employees working at V.D.T.'s with a view to alleviating such concerns as much as operationally possible within such operational requirements as established by the Employer.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #5

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Deferred Salary Leave Plan

This Letter shall remain in effect until December 31, 2004, and shall expire automatically on that date unless specifically renewed by the parties.

The Employer agrees to maintain a Self-Funded Leave Policy covering all employees of the Library, subject to the following conditions:

1. The Deferred Salary Leave Plan and leaves taken under that Plan shall be at no cost to the Employer.
2. Employees shall be limited to a total of one year's leave under the plan during every ten (10) year period, with the minimum duration of any such leave being six (6) months.
3. Employees must be employed by the Board for five (5) consecutive years in order to begin participation in the Plan.
4. The number of employees permitted to participate in the Plan shall be limited at the Board's discretion in order to meet its operational requirements.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year _____, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #6

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Auxiliary Employee Troubleshooter

1. This Letter of Understanding is attached to and forms part of the collective agreement. This letter shall remain in full force and effect for the term of the agreement.
2. All recommendations of the Auxiliary Employee Troubleshooter appointed under this Letter shall be binding, unless the parties mutually agree otherwise.
3. Procedure:
If a difference arises between the parties relating to the determination of an auxiliary employee's status, Vince Ready or a substitute agreed to by the parties, shall at the request of either party:
 - a) investigate the difference, and
 - b) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.
4. Primary Function:
 - a) The primary function of the troubleshooter shall be to address concerns of bargaining unit employees who seek a determination of their employment status (an employee of regular status or an employee of auxiliary status) pursuant to the terms of this collective agreement.
 - b) On a case-by-business case basis the troubleshooter may consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary employees and the procedure of Article 12 (Posting and Filling of Vacancies) shall apply.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #7

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Salary Sharing for Auxiliary Employees

The parties agree, during the life of the current Collective Agreement, that the official signing officers of the Union shall sign jointly with the Employer applications by the Employer to a senior government to enable the Employer to receive senior government assistance in salary sharing for auxiliary workers provided the work to be performed conforms with the following provisions:

- 1) Persons employed under the government program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the senior government guidelines.
- 2) The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list.
- 3) Each project application will be presented to the Union at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the parties. This limit may be reduced by mutual agreement.
- 4) That such projects comply with the provisions of the Collective Agreement between the Greater Victoria Public Library Board and CUPE Local 410.
- 5)
 - (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees.
 - (b) That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.
- 6) That the rates of pay and working conditions not specifically covered by the Collective Agreement between the Greater Victoria Public Library Board and CUPE Local 410 are negotiated.

- 7) That no changes are made to projects after they have been approved by the Union without the agreement of the Union.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #8

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Cost of Living Allowance

The parties agree that the hourly wage rates set out in this agreement shall be amended, if applicable, effective January 1, 2002; January 1, 2003; and January 1, 2004 in accordance with the following:

- 1. The Consumer Price Indices to be utilized shall be those published by Statistics Canada affecting Victoria with the 1992 base of 100.*
- 2. It is agreed that the COLA adjustment shall be applied to the wage schedule in addition to the general wage increase of each calendar year. The COLA shall apply only if the Victoria Consumer Price Indices exceed the percentage change in the calendar year set out below (trigger) and the maximum COLA wage adjustment shall not exceed the percentage wage increase set out below (cap).*

<i>Effective Year</i>	<i>CPI year and Annual Percentage Increase (trigger)</i>	<i>Maximum COLA Wage Increase (cap)</i>
<i>2002</i>	<i>2001 – 2.0 %</i>	<i>1.0 %</i>
<i>2003</i>	<i>2002 – 2.5 %</i>	<i>.5 %</i>
<i>2004</i>	<i>2003 – 2.0 %</i>	<i>1.0 %</i>

- 3. The matrix below shall illustrate the effect of the COLA:*

For 2002 and 2004 (based on the previous year's CPI growth)

<i>CPI Rate of Change</i>	<i>COLA entitlement</i>
<i>2.0</i>	<i>.00 %</i>
<i>2.1</i>	<i>.10 %</i>
<i>2.2</i>	<i>.20 %</i>
<i>2.3</i>	<i>.30 %</i>
<i>2.4</i>	<i>.40 %</i>
<i>2.5</i>	<i>.50 %</i>
<i>2.6</i>	<i>.60 %</i>
<i>2.7</i>	<i>.70 %</i>
<i>2.8</i>	<i>.80 %</i>
<i>2.9</i>	<i>.90 %</i>
<i>3.0</i>	<i>1.00 %</i>

For 2003 (based on the previous year's CPI growth)

<i>CPI Rate of Change</i>	<i>COLA entitlement</i>
2.5	.00 %
2.6	.10 %
2.7	.20 %
2.8	.30 %
2.9	.40 %
3.0	.50 %

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #9

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Employee and Family Assistance Plan

This Letter of Understanding is attached to and forms part of the collective agreement between the Employer and the Union.

The parties agree to establish a Joint Committee to examine the feasibility of an Employee and Family Assistance Plan pursuant to the following:

- 1. The committee shall be comprised of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.*
- 2. The representatives of the Union shall not suffer any loss of their normal straight time wages for time spent working on this committee.*
- 3. The committee shall conclude its deliberations and tender its written recommendations to their principals within six months from the date of ratification of the current collective agreement. This time limit may be extended by mutual agreement of the Union and the Employer.*
- 4. The Plan shall apply to all regular employees, exempt employees and their dependents. Also auxiliary employees (and their dependents) may enroll in the Plan upon attaining two thousand-eighty (2080) hours of work or any time thereafter. All employees once enrolled in the Plan shall continue to participate.*
- 5. The committee shall make recommendations including but not restricted to such matters as:*
 - a) the content of the Plan encompassing alcohol, drug, psychological, financial and other appropriate services,*
 - b) the selection of administrators of the Plan,*
 - c) the sources of funding for the maintenance of the Plan,*

- d) *the publication of the Plan to employees,*
- e) *the strict adherence to confidentiality requirements,*
- f) *the periodic reports to the Employer and Union on utilization of the Plan (respecting confidentiality requirements) and*
- g) *the continuation or termination provisions of the Plan.*

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

LETTER OF UNDERSTANDING #10

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Pay Equity

This Letter of Understanding is attached to and forms part of the current collective agreement between the parties.

The parties recognize that previous collective agreements between the Employer and the Union contained a provision that reads as follows:

"It is understood that positions in the Library which are equivalent to positions in the City of Victoria shall be compared for the purposes of Job Evaluation and Pay Equity."

The parties hereby agree that this provision shall be maintained and be continued for the term of the current collective agreement. Further it is understood that this Letter of Understanding does not alter the original objectives of the Job Evaluation and Pay Equity project.

In addition the parties agree that effective January 1, 2003 the Employer shall adjust the wage rates of Schedule "A", Pay Bands 2 through to and including Pay Band 18 by twenty cents (20¢) per hour.

In addition the parties agree that effective January 1, 2004 the Employer shall adjust the wage rates of Schedule "A", Pay Band 2 through and including Pay Band 18 by twenty cents (20¢) per hour.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this ____ day of _____ in the year 2001, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 410

DIRECTOR, GVLRA

SECRETARY, CUPE, Local 410

MANAGER, GVLRA

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