

COLLECTIVE AGREEMENT

between

GRAND FORKS PUBLIC LIBRARY ASSOCIATION

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2254**

July 1, 2021 to June 30, 2025

TABLE OF CONTENTS

PREAMBLE:.....	1
ARTICLE 1 - DEFINITIONS AND ENTITLEMENTS.....	2
ARTICLE 2 - RECOGNITION OF THE UNION	4
ARTICLE 3 - MANAGEMENT RIGHTS AND RULES	6
ARTICLE 4 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES.....	7
ARTICLE 5 - DISCUSSION OF DIFFERENCES.....	9
ARTICLE 6 - GRIEVANCE PROCEDURE.....	11
ARTICLE 7 - BOARD OF ARBITRATION.....	13
ARTICLE 8 – SENIORITY	14
ARTICLE 9 - JOB DESCRIPTIONS, POSTING, VACANCIES AND APPOINTMENTS.....	18
ARTICLE 10 - LEAVE OF ABSENCE	22
ARTICLE 11 -HOURS OF WORK, PAYMENT OF WAGES, OVERTIME & CALL-OUTS.....	25
ARTICLE 12 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS	28
ARTICLE 13 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT	30
ARTICLE 14 - SICK LEAVE	33

ARTICLE 15 - MATERNITY LEAVE/PARENTAL/ADOPTION LEAVE.....	37
ARTICLE 16 – BENEFITS	38
ARTICLE 17 - HEALTH AND SAFETY	41
ARTICLE 18 - ANTI-HARASSMENT AND ANTI-BULLYING	42
ARTICLE 19 – VOLUNTEERS	44
ARTICLE 20 - TERM OF AGREEMENT	45
SCHEDULE "A"	46
LETTER OF UNDERSTANDING #1	47
RE: Hiring of Students Under Specific Projects	47
LETTER OF UNDERSTANDING #2	48
RE: Calculation of Seniority	48
LETTER OF UNDERSTANDING #3	49
RE: Pages.....	49

BETWEEN: **GRAND FORKS PUBLIC LIBRARY ASSOCIATION**
(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2254**
(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

PREAMBLE:

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

1. To promote the harmonious relations and settled conditions of employment between the Board and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
3. To promote the morale, well-being, and security of Employees in the bargaining unit of the Union;
4. To encourage efficiency in operation;
5. To provide the best possible service to the public.

ARTICLE 1 - DEFINITIONS AND ENTITLEMENTS

1.01 Regular Employees

A regular Employee may be either a full time or part time worker who works a regularly scheduled shift. These Employees accumulate seniority and those who work half time or more are entitled to all benefits outlined in the Agreement. Regular Employees who are not entitled to benefits shall receive 15% of their gross pay in lieu of vacations and statutory holidays.

1.02 Casual Employees

A Casual Employee is an employee who works on an intermittent basis. A Casual Employee shall be entitled to seniority.

1.03 Temporary Employee

Employees hired for a specific period of time. (Not to exceed five (5) consecutive months) in any one year.

1.04 Grievance

A grievance shall mean a formally stated difference between the persons bound by this Agreement concerning the interpretation, application, operation or any alleged violation thereof.

1.05 Days

Whenever "days" is used in Article 6, Grievance Procedure, with reference to length of time, it shall mean "working days" exclusive of Saturdays, Sundays, and Statutory Holidays.

1.06 Month

Month shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) days or twenty-nine (29) each leap year.

1.08 Lay-off

A lay-off is defined as the temporary or indefinite separation of a regular employee due to a reduction in the work to be done.

1.09 Recall

The call back of a laid-off employee with recall rights, to a job in the classification from which laid off.

1.10 LTD

All regular employees shall have access to the LTD plan per the Community Services Benefit Trust (CSBT) plan, accessible via the CSBT booklet.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the Employees for whom the Union has been certified as bargaining agent (hereinafter referred to as the "Employee(s)") with respect to wages, hours of work, and terms and conditions of employment.

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which conflicts with the terms of this Agreement.

2.02 Union Shop

All Employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired Employees, shall become members of the Union within thirty (30) days of employment.

2.03 No Discrimination

The Employer agrees that there shall be no intimidation or discrimination exercised or practised with respect to any Employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, dismissal or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership or activity in the Union.

2.04 No Strikes or Lockouts

There shall be no strikes or lockouts during the length of this Agreement in accordance with the *Labour Relations Code of British Columbia*.

2.05 Union Check-Off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.

The Employer shall, during the life of this Agreement deduct, as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each

calendar month to each Employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.

The Employer will, at the time of making such remittances, enclose a list of such Employees' names, addresses, full or part-time, male or female. At the same time that the income tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each Employee in the previous year, from whose pay cheque deductions are made.

2.06 Shop Steward

The Employer agrees that the Union shall have the right to appoint or elect a Union Steward(s) as required by the Union, and the Union agrees to advise the Employer in writing of these appointments.

- 2.07 The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.

2.08 Union Security

The Employer agrees that no work or services in the job description of an employee shall be contracted, sub contracted or assigned in whole or in part, to any other plant, person, company or non-unit employee.

ARTICLE 3 - MANAGEMENT RIGHTS AND RULES

3.01 Management Rights

Except as otherwise provided in this Agreement, the Library Board or its delegated officer has exclusive control over the management, supervision and administration of the Library and the direction of its work force.

3.02 Rules and Regulations

The Employer shall have the right to make rules and regulations that are reasonable and are not inconsistent with the terms of the Collective Agreement. Such rules and regulations shall be communicated to the Union in writing and posted on the bulletin board.

ARTICLE 4 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES

4.01 The purposes of the following provisions are to preserve job security and stabilize employment and to protect as many regular Employees as possible from loss of employment.

4.02 Notification of Changes

- a) The Board shall notify the Union in writing at least ninety (90) days prior to any technological change that:
 - (i) effects the terms and conditions or security of employment of the employees to whom this Collective Agreement applies, or
 - (ii) results in the displacement of any regular employee, or and, prior to the institution of such change, will make every effort to retrain or absorb any employee who must otherwise be displaced.
- b) When the Board is considering the introduction of the technological change, the Board agrees to notify the Union, in writing, with details as far as possible in advance of the intention and to update the information provided as new developments arise and modifications are made and effects are known.
- c) Up-grades of software are excluded from this Article.

4.03 Training Programs

In the event that the Board should introduce new methods or equipment for employee or public use which require new or greater skills than are possessed by employees under the existing methods of operation, all effected employees shall, at the expense of the Board, be given adequate training during a minimum of twelve (12) months or as mutually agreed upon between parties, during which they acquire the skills necessitated by the new methods of operation.

There shall be no decrease in wage or salary rates during the training period of employee nor subsequent to the completion of training. The Board recognizes its obligation to ensure full financial support of training costs, including course fees and material.

Training required by the Board outside of employees regularly scheduled hours will include compensation for transportation, child care expenses, hours required, and a per diem rate where appropriate if the training is of one (1) day duration. In the event training requires overnight absences from the employees home, the

Employer will pay the hotel costs, the normal working hours for the employee, compensation for transportation, child care expenses and a per diem rate where appropriate.

4.04 Severance Pay

No regular Employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the Employee shall inform the Employer if they elect to receive severance pay as herein provided or whether they wish to be laid off in accordance with Article 8.

4.05 If the Employee elects to receive severance pay, they shall lose seniority in accordance with Article 8 of this Agreement and in the event they are rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

4.06 The amount of severance pay entitlement to an Employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) years of service completed by the Employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months' pay.

4.07 Notwithstanding anything contained elsewhere in this Agreement, any Employee laid off two (2) months or more, prior to the proposed introduction of a technological change, shall be deemed not to be affected by the technological change and therefore will not be eligible to any entitlements as described in this Article.

4.08 No New Employees

No additional Employees under this Article shall be hired by the Employer until the provisions of Article 4.03 have been met.

ARTICLE 5 - DISCUSSION OF DIFFERENCES

5.01 Joint Labour Management Committee

- a) The Joint Labour Management Committee shall consist of two (2) members elected by the Local or appointed by the Union Executive and two (2) members from management. (ie. Director and Board Member)
- b) The Committee shall meet at least once every 2 (two) months or when a committee member requests a meeting.
- c) Employees shall not suffer any loss of pay for the time spent with the Committee.
- d) The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties, or any employee bound by this Agreement. The Committee shall not deal with grievances or collective bargaining for the renewal or extension of this collective agreement.

5.02 Union General Grievance Committee

The Union shall appoint and maintain a committee to be called the "General Grievance Committee", comprised of Union Steward(s), Union Officer(s), and/or Representative of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee within seven (7) days of formation, in writing. No member of the Committee will be recognized unless the above procedure is carried out.

5.03 Grievance Investigations and Meetings

The Employer agrees that time spent in investigating and settling disputes during working hours by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Steward(s) and Union Officer(s) and of replacements thereto.

The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the Library. At least four (4) hours notice of such meeting shall be given by the party calling such meeting, stating the nature of the meeting. The Union shall supply the Employer with a written list of the names of its Officers for this purpose and inform the Employer of any changes to this list.

Both parties agree that all meetings and investigations will be conducted as expeditiously as possible.

All time off work contemplated by this Clause 5.03 must be approved in advance by the Employer on a case by case basis, which such permission shall not be unreasonably denied by Management.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Recognition of Union Stewards and Grievance Committee

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

6.02 Names of Stewards

The Union must notify the Employer in writing of the name and location of each Steward before the Employer must be required to recognize them.

6.03 Permission to Leave Work

The Employer agrees that Stewards must not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments, as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave work during working hours except to perform their duties under this Agreement. Therefore, a Steward must not leave work without obtaining the permission of the supervisor, which permission must be given as soon as possible.

6.04 Definition of Grievance

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

6.05 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there will be no stoppage of work on account of such difference and an earnest effort must be made to settle the difference in the following manner:

Step 1

The employee having a potential grievance must (with a Union Steward) first take up the grievance verbally with the appropriate supervisor within thirty (30) calendar days of the alleged violation or, from the date of becoming aware of the alleged violation.

Step 2

If settlement is not reached at Step 1, the Union Grievance Committee must submit the grievance in writing within fourteen (14) calendar days of the Step 1 response. The grievance must state the details of the alleged violation including the specific article(s) in dispute, the date and the redress sought from the Grievance Committee of the Employer. Should the Grievance Committee of the Employer be unable to settle the grievance within seven (7) calendar days following receipt of the grievance, the Union may refer the grievance to Step 3, or it will be considered abandoned.

Step 3

The grievance must be discussed between a Grievance Committee of the Employer and the Union Grievance Committee within seven (7) calendar days following failure of settlement at Step 2. Failing settlement at this step, within fourteen (14) calendar days, the Union may refer the grievance to a Board of Arbitration, or it will be considered abandoned.

Time Limits

The time limits in the above may be varied and/or extended only by mutual agreement in writing between the parties.

ARTICLE 7 - BOARD OF ARBITRATION

- 7.01 Should the Employer and the Union fail to settle any difference arising between the Parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either of the Parties, without stoppage of work, may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference to arbitration.
- 7.02 The Board of Arbitration shall consist of a single arbitrator. The single arbitrator shall be a person who is agreed to by the Parties.
- 7.03 By mutual agreement of the Parties, the Board of Arbitration may consist of three (3) members: one (1) to be selected by the Employer, one (1) to be selected by the Union, and a third mutually acceptable person who shall act as Chairman, to be chosen by the two (2) persons thus selected.
- 7.04 In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such member.
- 7.05 The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 7.06 Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay one-half (1/2) of the fees and expenses of the Chairman.

ARTICLE 8 – SENIORITY

8.01 Calculation of Seniority

Seniority is defined as the length of service within the bargaining unit and shall include employment with the Employer prior to certification of the bargaining unit.

8.02 Probationary Period

A newly hired Employee shall be considered to be a probationary employee until they have been continuously employed for three hundred (300) hours or six (6) months, whichever is sooner and during such probationary period they shall not be entitled to seniority and may be dismissed without recourse to Article 6.01. At the end of such probationary period, an Employee shall be entitled to all rights and benefits of this Agreement and be entered on the seniority list as of their original date of employment.

8.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. This list shall be posted on all bulletin boards during the month of January of each year and updating and/or any changes to the list shall be put in writing and forwarded to the Union.

8.04 Promotions, Transfers, Demotions

In the promotion, transfer or demotion of an Employee, the Employer agrees that seniority shall be the determining factor. The senior qualified Employee shall be given preference.

8.05 Transfer Outside of Bargaining Unit

If an Employee is transferred to a temporary position outside the bargaining unit, they shall be notified in writing, copied to the Union, of the duration of the temporary period. The Employee, while in the temporary position outside the bargaining unit, shall continue to accumulate seniority and shall be entitled to all benefits of this Agreement, and shall continue their membership in the Union. Upon completion of the temporary transfer, the Employee shall be returned to their former position and wage rate without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position and wage rate without loss of seniority. However, an Employee who transfers or is transferred or promoted to a permanent position outside the bargaining unit shall lose all seniority in the bargaining unit.

8.06 In all cases of a temporary transfer, both within and outside the bargaining unit, such temporary transfer will not exceed sixty (60) days, unless the parties to this Agreement mutually agree to extend the time limit.

8.07 Transfers extending beyond the sixty (60) day time limit and/or where no agreement can be reached to extend the period, or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.

8.08 Notwithstanding any of the foregoing, no Employee shall be transferred to a position outside the bargaining unit without their consent.

8.09 Reduction of Work Force

Both parties recognize that job security shall increase in proportion to the Employee's length of service.

In the event of a layoff Employee(s) shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform work of classification.

8.10 Advance Notice of Layoff

Unless legislation is more favourable to the Employee(s), the Employer shall notify and give to the Employee(s) about to be laid off, ten (10) working days notice prior to the effective date of layoff. If the Employee(s) has not had the opportunity to work any day(s) throughout the notice period of the advance layoff, they shall be paid for the day(s) for which work was unavailable.

8.11 Recall Procedure

An employee who has received notice of lay-off or reduced hours may bump, up or down, any employee with less seniority providing the employee has the qualifications to perform the duties of the other position without further training and possesses any required certification or licences.

8.12 No New Employees

No new Employee(s) shall be hired until those laid off Employees have been given an opportunity to recall, subject to their ability to perform the work of the/a classification.

8.13 Loss of and/or Continuing Seniority

An Employee shall not lose accrued seniority rights because of their absence from work due to:

Sickness, Accident, Layoff, Approved Leave of Absence.

However, Employees shall lose seniority in the event that:

- a) they are dismissed for just cause and is not reinstated.
- b) they resign in writing and does not withdraw the resignation within two (2) days.
- c) they are absent from work for a period of three (3) working days without sufficient cause and/or without notifying the Employer, unless such notice was not reasonably possible.
- d) they fail to return to work within ten (10) calendar days following a recall notice after a layoff, unless the Employee(s) is/are indisposed due to sickness or other justifiable causes.
- e) they are laid off for a period longer than one (1) year.
- f) they transfer or is transferred or promoted to a permanent position outside the bargaining unit.
- g) Casual employees who have not worked for a three (3) month period immediately following their last shift, and who have declined and/or cancelled three (3) shifts during this three (3) month period (except when on an Employer approved leave of absence, medical/illness reasons or otherwise agreed by the Employer).
- f) accepts a full-time permanent position with another Employer while on an Employer approved leave of absence, unless otherwise agreed by the Employer.

8.14 Retention of Seniority During Leave of Absence

It is understood that where the Employer grants time off to an Employee, or a leave of absence pursuant to Article 10, they shall not lose seniority rights and shall be entitled to return to their job they would have held, had not the time off/leave of absence been taken.

8.15 Pages will have a date of hire for the purposes of scheduling. The Employer will call Pages on the Pages call in list in order of date of hire when filling shifts. Pages will establish a seniority date once they're promoted into another classification within the bargaining unit.

ARTICLE 9 - JOB DESCRIPTIONS, POSTING, VACANCIES AND APPOINTMENTS

9.01 Job Descriptions and Classifications

The Employer and the Union agree to establish job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall become the recognized job descriptions and form part of the Collective Agreement unless the Union presents written objection within thirty (30) days, in which case the contentious job description(s) shall be referred to a Joint Labour Management Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Union to resolve the difference. If the Joint Labour Management Committee is unable to resolve the difference, then it shall be submitted to the Grievance and Arbitration Procedure pursuant to Article 6 and 7 of this Agreement.

9.02 Notice of New Position

In the event the Employer shall establish any new position, the job description, the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all Union Bulletin Boards at the Employer's place of business for a minimum of fourteen (14) calendar days, so that all members will be aware of the new position. Unless written notice of objection is given to the Employer by the Union within thirty (30) calendar days after such notice, to negotiate and resolve the classification and wage rate, such classification shall be considered as agreed to. In the event the parties are unable to resolve the dispute, then it will be referred to Arbitration pursuant to Article 7.

9.03 Changes in Classification

When the duties or qualifications of work in any classification are changed or increased, or where the Joint Labour Management Committee representatives of the Union or an Employee feels they are unfairly or incorrectly classified, during the term of this Agreement, the classification and/or pay rate shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the Employee first filled that position.

9.04 Elimination or Change of Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to the Joint Labour Management Committee. If the Joint Labour Management Committee is unable to resolve the difference, then the matter shall be referred to Arbitration pursuant to Article 7.

9.05 Any disputes arising under the application of Articles 9.01, 9.02, 9.03 or 9.04 shall be referred to the Joint Labour Management Committee. If the Joint Labour Management Committee is unable to resolve the difference, the Employer may enact the establishment, change, posting or elimination of the affected position and the Union may refer the matter to arbitration pursuant to Article 7.

9.06 Job Postings

When a new position is created, or when a vacancy of a temporary (of longer than 30 days), or permanent nature occurs, which shall include the resignation of an incumbent, the Employer shall, within one (1) week, notify the Union in writing and post notice of the position or vacancy on the bulletin board(s) for a minimum of fourteen (14) days, so that all members will know of the vacancy or new position.

9.07 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state:

9.08 Concurrent Advertising

Advertisement for any vacancy within the Bargaining Unit may be concurrently posted internally and externally, however, existing bargaining unit employees shall be given preference over external candidates.

9.09 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 9.07.

9.10 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period and shall assume the posted job or position within two (2) weeks of such notice. They shall be given a trial period of three (3) months, during which time they will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

9.11 Notification to Employee and Union

Within one (1) week of the date of appointment to a new or vacant position, the name of the successful applicant shall be sent to each applicant and a copy shall be posted on the bulletin board(s). The Union shall be promptly notified in writing of all promotions, appointments, hirings, transfers, layoffs, recalls, resignations, retirements, deaths and terminations of Employees. Upon request, the Employer shall provide an unsuccessful applicant for a job posting with the reason(s), in writing, why they were not selected.

9.12 Promotions Requiring Higher Qualifications

If no Employee is appointed to a new position or a vacancy in accordance with Article 9.09, then promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the position or the vacancy. The Employee will be given an opportunity to qualify within a two (2) month trial period. If the qualifications are not met within this trial period, the Employee shall revert to their former position in accordance with Article 9.10. The Employer shall also consider Employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within a reasonable training period.

9.13 On the Job Training

The Employer shall maintain a system of "on the job" training so Employees shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, Employees shall be allowed regular opportunities to learn the work of other positions during regular working hours by working together with other Employees for temporary periods, without affecting pay of the Employees concerned. Such opportunities for training shall be allocated according to seniority provisions of this Agreement.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 Unpaid Leave - General

An Employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

10.02 Union Business Leave

The Employer agrees to grant leave without pay to Union Officers or members, for the purpose of Union business, to a maximum of forty-five (45) days per year, provided that a reasonable notice in writing is given to the Employer. The Employer shall continue to pay the Employee their regular rate while on such leave and shall invoice the Union for that amount.

The Union recognizes that each steward, chairperson, and member at large, is employed by the Employer and that whenever possible union officers will conduct union business during their breaks or meal periods and not during the time they are working for the Employer. Where the union officer cannot conduct the union business during their breaks or meal periods, they may request permission from the Director or designate to perform union business during their working time; however, the Director or designate may decline to grant the request on the basis of operational considerations. If Union business must be done during a scheduled shift, the Union agrees to provide the Employer with at least 24 hours notice.

Paid Leave:

10.03 Bereavement Leave

An Employee shall be entitled to bereavement leave with pay in the event of death of a member of the Employee's immediate family including parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law and son-in-law. Where the bereavement occurs within the boundaries of the Regional District of Kootenay Boundary, three (3) days bereavement leave with pay shall be granted. Where the bereavement occurs outside the boundaries of the Regional District of Kootenay Boundary and the Employee travels to and from the funeral, four (4) days bereavement leave with pay shall be granted. Additional bereavement leave without pay shall be granted upon request, for travelling time or other good and sufficient cause related to the bereavement.

10.04 Compassionate Leave

One-half (1/2) day leave with pay shall be granted an Employee to attend the funeral of a friend.

10.05 Special Leave

Employees shall be allowed leave of absence with pay for the following reasons:

<u>Reason</u>	<u>Period</u>
Serious fire, flood, or Natural Disaster in the Employee's home	up to three (3) days
Marriage of Employee	one (1) working day if the marriage falls on a working day

10.06 Educational Leave

An Employee shall be entitled to a leave of absence with pay to write examinations and/or to upgrade their employment qualifications for the Employer, when authorized to do so, by the Employer. An Employee may be granted up to two (2) years leave of absence without pay at the discretion of the Library Board.

10.07 Collective Bargaining Leave

Bargaining representatives in the employ of the Employer shall be granted leave with pay for attending collective bargaining meetings, if held during regular working hours.

10.08 Jury and/or Court Leave

Any Employee required to serve in a court of law as a juror or a witness shall be granted leave of absence with pay. The pay shall be the difference between their normal earnings and the payment they receive for court service, excluding payment for travel, meals or other expenses.

The Employee must furnish the Employer proof of court service and payment received for expenses. Should the Employee be required at a court of law in any matter arising from their employment, then they shall be paid as if they worked.

10.09 Professional Development

- a) The Employer shall give employees the opportunity to participate in library-oriented seminars, workshops, short courses, conferences and conventions. The employee shall be paid for her regularly scheduled hours and travel, lodging and meal expenses in accordance with Library policies. Employees will submit all requests to the Employer in writing and such requests will not be unreasonable denied.
- b) Where an employee is approved to attend an Employer endorsed professional development activity such that the employee incurs additional childcare expenses, the employee shall be reimbursed for the additional childcare expenses up to fifty dollars (\$50.00) per day upon production of a receipt.

10.10 Domestic Violence Leave

- a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Workers experiencing domestic violence will be able to access up to three (3) days of paid leave (utilizing their sick leave), for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave and weekly indemnity can utilize their vacation or will be provided time off without pay.
- c) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

ARTICLE 11 - HOURS OF WORK, PAYMENT OF WAGES, OVERTIME & CALL-OUTS

11.01 The normal hours of work for a full time Employee shall be 7.5 hours per day and 37.5 hours per week. Part time Employees are those who work less than these hours.

The work schedule may be varied with two (2) weeks' notice by the Employer. It is understood that the Employer will not schedule split shifts.

11.02 The Employer agrees that Employees can exchange shifts, within their categories, on reasonable notice.

11.03 In all scheduling of working hours, Employees shall not be scheduled to work more than six (6) consecutive days and shall have at least twelve (12) hours free of duty between the termination of one shift and the commencement of the next, unless variations have been mutually agreed upon between the Employer and the Union.

11.04 Wages

a) The Employer shall pay wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Employees shall be paid every second Friday.

b) Employees payroll will be deposited at the financial institution of the employee's choice via Automatic Payroll Deposit.

11.05 Cross Utilization/Acting Capacity

a) Each employee shall be obliged to perform any work within the bargaining unit as directed by the Employer.

b) Employees in a higher rated job classification who perform work in a lower rated job classification shall maintain their current base hourly wage rated per Schedule "A".

c) An employee assigned temporarily to perform work in a higher rated job classification for more than two (2) consecutive hours, inclusive of paid rest periods but exclusive of unpaid meal periods, in a given work day, other than for his or her own training, will be paid the appropriate higher rate for the entire shift.

d) When the Director is absent for more than one (1) consecutive working days, the LA III or the most senior LA II (if the LA III is also absent) will be paid an additional two dollars (\$2.00) per hour for the hours the director was absent.

11.06 When an Employee is temporarily assigned to a position paying a lower rate of pay their normal rate of pay shall prevail.

11.07 Overtime Defined

All time worked over seven and one half (7 ½) hours in a day or thirty-seven and one half (37 ½) hours in a week shall be considered overtime.

11.08 Overtime shall be paid at the rate of time and one-half (1½x) for the first hour and double time (2x) thereafter.

11.09 Overtime must be authorized in advance by the Employer, except in emergency situations.

11.10 Overtime may be paid for in compensating time off. The Employee shall have the right of choice and shall indicate that choice to their supervisor at the time the overtime is performed or as soon as possible thereafter. The accumulated time shall be taken in the seniority year earned and shall be taken by mutual agreement.

11.11 Call-Outs

An Employee called out to work at any time other than their regular shift, unless a shift exchange has been agreed upon with another Employee, shall be paid a minimum of four (4) hours at straight time or actual hours worked at applicable overtime rate(s), whichever is the greater.

11.12 Any employee who is temporarily required to carry out the duties of a position in a higher classification shall be paid for the period as if promoted to the position.

11.13 An Employee sent home by the Employer, after reporting for a scheduled shift, shall be paid for the entire shift as if worked.

Any employee scheduled for an extra shift shall receive a minimum of twenty-four (24) hours notice if said shift is to be cancelled.

11.14 Additional Hours/Assignment of Hours

- a) Part-time employees shall be afforded the first opportunity to work additional hours in order of seniority.
- b) If the Employer is unable to fill the absence, the Employer may assign staff (in order of reverse seniority) to the replacement position. However, in this event they will be paid their own rate of pay or the rate of pay of the position to which they are re-assigned, whichever is greater.

ARTICLE 12 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

12.01 Statutory Holidays

Employees shall be entitled to all statutory holidays listed below and such other holidays as may be proclaimed or declared by either the Federal, Provincial or Local Governments.

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day

Labour Day
National Day of Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

12.02 An employee who would otherwise work on the day of a statutory holiday as per Article 12.01 shall receive the day off with pay. An employee who works that day shall be paid at double time plus have a day added to their vacation bank. An employee who would not normally work that day shall have a day added to their vacation bank.

12.03 Annual Vacation

Annual vacation time shall be taken during the calendar year in which it is being earned.

On completion of:

One (1) calendar year	three (3) weeks
Five (5) calendar years	four (4) weeks
Ten (10) calendar years	five (5) weeks
Fifteen (15) calendar years	six (6) weeks

All part time employees vacation banks shall be prorated based on scheduled hours.

All employees shall be permitted to carry over one (1) week of vacation entitlement from one seniority year to the next. Additional time may be carried over by mutual agreement.

Employees shall notify the Employer, in writing, of their vacation preference at least two (2) months in advance of the start of the vacation. In case of conflict, employees

with higher seniority will have the first choice. If two (2) months notice is not given then vacation will be granted on a "first come first serve" basis.

12.04 Anniversary Date Adjustments

Regular employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service.

ARTICLE 13 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

13.01 Right to Have Steward Present

An Employee shall have the right to have their Union Steward and/or Union Officer(s) present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview, in order that the Employee may contact their Union Steward and/or Union Officer(s) to be present at the interview.

13.02 Personnel Records

An Employee shall have the right, during normal working hours, to have access to, and to review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record. No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing. An Employee shall have the right to make copies of any material contained in their personnel record.

13.03 Picket Lines

No Employee shall be disciplined for refusing to cross a picket line, or refusing to do the work of striking or locked out Employees, or refusing to handle goods from an Employer where a strike or lockout is in effect.

13.04 Employer Property

Employees must return to the Employer all Employer's property in their possession at the time of termination of employment.

13.05 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

13.06 Legal Costs

Notwithstanding any disciplinary action for just cause, the Employer shall pay all legal costs arising out of lawsuits or charges in any court of law, against an Employee, if the Employee is found not guilty of the offence they have been charged with. The costs will also be paid if the Employer is found to be negligent

in such cases. It is understood that this clause applies only to a legal action commenced as a result of the Employee performing their duties for the Employer.

13.07 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the Employer and the Union.

13.08 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and the Employee's rights and obligations under it. Within thirty (30) days of the signing of this Agreement the Employer shall, at its own cost, print sufficient copies of the Agreement, and shall distribute such copies to each existing Employee and to each new Employee at the time of hiring, and draw their attention to the conditions of employment. The Shop Steward shall be permitted, during working hours, to familiarize each new Employee with the Union and with the Collective Agreement.

13.09 Successor Status upon Merger, Amalgamation, Transfer

The Grand Forks Public Library Association hereby recognizes the rights of all employees to be protected by application of Successor Status.

- 1) In the event the Employer merges, amalgamates, or transfers its services in part or in whole to any other Employer, Board or authority, the Employer agrees that:
 - a) Employee shall be credited with all seniority rights with the new Employer.
 - b) All service credits relating to vacation with pay, sick leave, credits and all other benefits shall be recognized by the new Employer.
 - c) All work and services presently performed by members of CUPE Local 2254-sub Grand Forks Library will continue to be performed by members of this bargaining unit with the new Employer.
 - d) Conditions of employment and wage rates in effect under the terms of the Collective Agreement in effect at the time of the merger, amalgamation or transfer will continue.
 - e) No employee shall suffer a loss of employment or a reduction of hours of work as a result of such Employer action.

- f) For the purpose of this clause, in the event that the Employer ceases operation for a period of time, employees shall retain seniority and recall rights for a period of not less than three (3) years.
- 2) In the event that the Employer ceases operation either for a period of time or on a permanent basis, employees will be given the option of receiving severance pay at one (1) week for each calendar year of service, not to be less than (6) weeks.

13.10 Travel Time

- a) Where an employee is required by the Employer to work at more than one (1) location during the working day, travelling time between the various locations shall be considered part of the hours of work and as time worked.

- b) Travel Allowance

Employees using their own private vehicles at the request of the Employer to carry out their duties shall be paid an allowance based on mileage at a rate of the current Grand Forks Library policy.

Travel from one location to another location in one (1) day at the request of the Employer would entitle the employee to receive travel allowance.

- c) Employees will not be required to drive to Christina Lake in inclement winter weather conditions.

ARTICLE 14 - SICK LEAVE

14.01 Definition

Sick leave means a period of time an Employee is absent from work with or without pay due to their being unable to perform their regular duties because of sickness, disability, or other illness or accident, not payable under the *Workers' Compensation Act*.

14.02 Credits

a) All Employees hired *prior* to May 8, 2009

Sick leave credits with pay shall be granted on the basis of one and one-half (1½) work days per month, cumulative up to a maximum of one hundred and fifty (150) work days.

b) All Employees hired *after* May 8, 2009

All new employees hired after May 8, 2009 will be entitled to accumulate one hundred and twenty (120) days sick leave rather than one hundred and fifty (150) days.

c) Part-time regular and casual employees will have sick leave credits prorated based on hours worked.

14.03 Sick Leave Payable

Sick leave is payable only due to the criteria outlined in 14.01. An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days.

14.04 Notification

Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and Employees will advise the Employer prior to their return.

14.05 Sick Leave Records

Prior to January 1st of each year, the Employer shall notify and advise each Employee in writing of the amount of sick leave credits accrued to their credit.

14.06 Extension of Sick Leave

Employees with more than one (1) year of service who have exhausted their sick leave credits shall be allowed an extension of sick leave credits to a maximum of ten (10) work days. Upon their return to duty the Employee shall repay the extended credits at the rate of their monthly accumulation. No Employee shall be terminated for having exhausted all sick leave credits; however, Employees who sever employment shall have any advanced/credited sick leave owed to the Employer, deducted from final earnings/wages.

14.07 Medical/Dental Appointments

Where medical and/or dental appointments cannot be scheduled outside the Employee's working hours, sick leave with pay shall be granted and the time deducted from the Employee's accrued credits as for sickness, providing proof of such medical/dental appointments can be supplied to the Employer.

14.08 Sick Leaving During Leave of Absence/Layoff

When an Employee on approved leave of absence returns to work, they shall be granted sick leave credit not to exceed one and one-half (1½) days, providing the leave of absence was for one (1) month or more. If the leave of absence was for less than one (1) month, then the credit will be prorated. Employees on laid-off status as per Article 8.09 shall retain their cumulative credits but will not accumulate additional credits during the period of layoff.

14.09 Family Illness

Providing the necessary sick leave credits are available, sick leave of up to ten (10) working days shall be granted when an Employee's absence is required to attend to matters arising from illness of an Employee's family member. In the event that more than ten (10) working days are required or sick leave credits are not available, the Employee shall be granted leave without pay.

For purposes of this Article "family member" shall mean the Employee's spouse, common-law spouse, child, parent or parent-in-law, or person for whom the employee has legal guardianship; and the following relatives of the Employee who normally reside in the Employee's household or with whom the Employee normally resides: brother, sister, grandparent, or grandchild.

14.10 Workers' Compensation

An Employee prevented from performing their regular work/duties on account of an occupational accident that is covered by the *Workers' Compensation Act*, shall receive from the Employer, a supplement equal to the difference between the amount payable by the Workers' Compensation Board and their last rate of pay. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the Employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the Employee's income tax form (T4). An Employee receiving such supplement shall have their accumulated sick leave debited by one-quarter ($\frac{1}{4}$) day, for each day it is received and no Employee shall receive such supplement for a period longer than their accumulated sick leave.

14.11 Duty to Accommodate

a) General

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the Employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an employee the following shall apply in the order listed below:

- i. Determine if the employee can perform their existing job as it is;
- ii. If the employee cannot, then determine if the employee can perform their existing job in a modified form;
- iii. If the employee cannot, then determine if they can perform another job in its existing form;
- iv. If the employee cannot, then determine if they can perform another job in a modified form.

Note: All options shall be considered when accommodating employees.

In such circumstances, the Employer and the Union may agree to waive certain provisions in this Agreement.

b) Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- i. A prognosis for recovery, with or without limitation;
- ii. A clear opinion as to the employee's fitness to return to work;
- iii. An opinion as to the employee's fitness to perform the specific duties of his or her current job or the accommodation being considered;
- iv. How long any limitations may last.

c) Accommodation Meetings

The employee and the Union Representative who attend an accommodation meeting shall be released from duty without loss of pay.

ARTICLE 15 - MATERNITY LEAVE/PARENTAL/ADOPTION LEAVE

- 15.01 Pregnancy shall not constitute cause for dismissal.
- 15.02 On completion of the probationary period, an Employee shall qualify for Maternity Leave and the Board shall not deny the pregnant Employee the right to continue employment during the period of pregnancy.
- 15.03 Employees shall be granted up to twenty-four (24) weeks Maternity Leave of absence without pay. The duration of the Maternity Leave of absence before confinement and subsequent to confinement shall be at the option of the Employee, except that:
- 1) if the Employer believes that the Employee cannot reasonably be expected to perform their duties because of the pregnancy, the Employer may instruct the Employee to take leave of absence until the Employee can provide a certificate from a doctor stating she is able to perform their duties;
 - 2) the leave shall include the six weeks following the actual date of birth of the child unless the Employee gives at least one week's notice and furnishes a certificate from a qualified medical practitioner stating she is able to return to work.
- 15.04 Should an Employee require a longer period of Maternity Leave because of health reasons and/or complications, an extension up to a maximum of six (6) months will be granted on production of a medical certificate.
- 15.05 Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- 15.06 After fifteen (15) weeks of absence covered by Unemployment Insurance provisions, an Employee may choose to receive payment of normal weekly salary from their accumulated sick leave benefits if applicable.
- 15.07 An Employee shall give the Board at least two (2) weeks notice/advice of the effective date of the leave, of an extension of the leave, and of their return to work after Maternity Leave of absence and she shall be returned to their former position.
- 15.08 In addition to maternity leave an employee is entitled to a maximum of thirty-five (35) weeks unpaid parental leave/adoption leave to be taken within one (1) year of the birth or adoption of a child. If both parents are employees of the Library, the maximum combined leave remains at thirty-five (35) weeks.

ARTICLE 16 – BENEFITS

16.01 Employment Insurance

The Employer agrees that all Employees shall remain insurable under the *Employment Insurance Act*.

16.02 The following existing benefit coverage will be continued with the Employer paying eighty percent (80%) of the premiums:

Extended Health Insurance
Dental Plan
Vision Care Plan
Group Life Insurance
LTD and weekly indemnity

Your dental and extended health coverage begins following three (3) months of employment, and both coverages end on the last day of the month in which you terminate employment.

All other benefit coverage begins on the first day following completion of three (3) months of continuous employment and ends when you terminate your employment, retire or age eighty-five (85), whichever occurs earlier, except for the Protector series life package which includes life insurance, critical illness and accidental and serious illness which terminate at age (70) or early retirement. Your BC Life benefit coverage continues as long as you work at least twenty (20) hours per week.

Coverage for dependent children is extended to age twenty-five (25) if attending school full time and for life if totally dependent and mentally or physically handicapped.

a) Extended Health Insurance

The plan pays eighty percent (80%) of eligible expenses after twenty-five dollar (\$25.00) deductible per year. A lifetime maximum reimbursement of one million dollars (\$1,000,000.00) per insured person applies.

b) Vision Care

Vision care reimbursement up to four hundred dollars (\$400.00) in a two (2) year period.

The Employer will pay the cost of one (1) eye exam every two (2) years.

c) Dental

All eligible employees shall participate in a Dental Plan covering:

100% of Plan A

50% of Plan B

50% of Plan C - for dependent children up to a lifetime maximum reimbursement of two thousand five hundred dollars (\$2500.00) per dependent.

d) Weekly Indemnity Benefits

All eligible employees will be enrolled in a weekly Indemnity Plan and will consist of:

Seventy percent (70%) of weekly earnings to a maximum of three hundred (\$300.00) per week for up to twenty-six (26) weeks following the waiting periods of:

- 1) the expiration date of the employee's accumulated sick leave credits and
- 2) 0 days - accident
- 3) 3 days - sickness

e) Long Term Disability Insurance

All eligible employees will be enrolled in a Long Term Disability Plan. While on Long Term Disability the employee shall continue to accrue seniority and benefits. The Long-Term Disability Plan consists of:

Fifty percent (50%) of monthly earnings to a maximum of three thousand dollars (\$3000.00) after an elimination period of one hundred and eighty-two (182) days. This benefit is payable to the earlier of sixty (60) months or age sixty-five (65) if he has not then received at least twelve (12) months of benefit payments, and is reduced by any benefits received from W.C.B. and Canadian Pension Plan.

f) Group Life Insurance

Upon completion of the probation period all employees shall join the Group Life Insurance. In the event of your death, Group Life Insurance pays your beneficiary a sum of fifty thousand dollars (\$50,000.00). The benefit payable reduces to twenty-five thousand dollars (\$25,000.00) at age sixty-five (65).

g) Accidental Death and Dismemberment

Pays your beneficiary a sum of fifty thousand dollars (\$50,000.00). The benefit reduces to twenty-five thousand dollars (\$25,000.00) at the age of sixty-five (65).

The Accidental Death and Dismemberment pays you a percentage of the above amount if the accident results in a loss of use or dismemberment.

16.03 Municipal Pension Plan

- a) All eligible employees after successfully completing probation, shall be covered by the Municipal Pension Plan.
- b) Employees that are entitled to opt out as per pension plan rules may opt out by signing a waiver.

16.04 Same Sex Spousal Benefits

The Employer agrees, where the benefit carrier recognizes and when an employee applies, coverage for a same sex spouse will be provided. Coverage is subject to carrier approval.

16.05 Changes to Benefits

The parties agree that the benefit coverage may only be altered or amended by the mutual agreement of both parties.

16.06 Responsibility

The Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

16.07 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 A Joint Health and Safety Committee shall be established comprised of two (2) members selected by the Employer and two (2) members appointed or elected by the Union.
- 17.02 The Joint Health and Safety Committee shall meet regularly and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.
- 17.03 Copies of all minutes of the meetings shall be forwarded to the Workers' Compensation Board and shall be retained by the Employer and the Union.
- 17.04 Time spent by Committee members in the performance of their duties during working hours shall be considered as time worked and the Employees will be paid at their regular hourly rates of pay.

ARTICLE 18 - ANTI-HARASSMENT AND ANTI-BULLYING

18.01 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

18.02 Sexual Harassment

- a) Sexual Harassment by an Individual: Sexual harassment may occur irrespective of gender and is:
 - i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.
- c) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- d) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.

- e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

ARTICLE 19 – VOLUNTEERS

19.01 The parties recognize the role of volunteers with the Library. The typical functions of volunteers are:

- 1) Shelving books
- 2) Reading shelves
- 3) Other functions as determined by Staff

Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Library to meet its objectives.

1) Volunteers shall not be paid by the Employer.

- a) No employee will be replaced either temporarily or permanently with a volunteer worker(s).
- b) No employee will be laid off as a result of the Employer utilizing the services of volunteer(s).
- c) No position will be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s).
- d) The utilization of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.

ARTICLE 20 - TERM OF AGREEMENT

20.01 This Agreement shall take effect from July 1, 2021 and shall remain in effect until June 30, 2025, and thereafter from year to year unless written notice of intent to terminate or amend is given by either party to the other party during the three (3) month period before the last day of the Agreement.

IN WITNESS WHEREOF the parties by their authorized representatives have affixed their signatures hereto:

Signed this 16 day of March, 2023.

SIGNED ON BEHALF OF:

Grand Forks Public Library Association

CL Seely

Michelle L. L.

Canadian Union of Public Employees
Local 2254

[Signature]

E. Q. Eastwood

SCHEDULE "A"

	Current Rate	01-Jul-21	01-Jul-22	01-Jul-23	01-Jul-24
		2%	2%	3%	2.5%
LIBRARY ASSISTANT I CIRCULATION ASSISTANT	\$23.22	\$23.68	\$24.16	\$24.88	\$25.50
LIBRARY ASSISTANT II CIRCULATION SERVICES	\$24.99	\$25.49	\$26.00	\$26.78	\$27.45
LIBRARY ASSISTANT II PROGRAM AND OUTREACH	\$24.99	\$25.49	\$26.00	\$26.78	\$27.45
LIBRARY ASSISTANT III TECHNICAL AND ADMINISTRATIVE SUPPORT SERVICES	\$29.90	\$30.50	\$31.11	\$32.04	\$32.84
PAGE	ANNUAL LIVING WAGE AT JANUARY 1 EACH YEAR PER GRAND FORKS BC				

Schedule A Note: Employees who receive the Community Librarian Bump at the rate of (\$.75) per hour as of December 6, 2022, will be grandfathered and will continuing to receive the (\$.75) per hour addition to their regular hourly rate.

Note:

Pages: It is the intent of both parties to provide these job(s) to students.

Duties: shelving books, reading shelves, light mending, cleaning books, other duties as agreed between the Union and the Employer.

It is understood that the page(s) will be doing the same duties as volunteers (Article 19) however, the hours of the page(s) work will not be reduced by use of volunteers.

"Page" is an employee currently enrolled in a high school program or a program at a recognized post-secondary institution.

Pages will not receive benefits in lieu.

LETTER OF UNDERSTANDING #1

RE: Hiring of Students Under Specific Projects

The Parties agree to the following conditions of employment for students:

The bargaining unit and management understand that in order to enhance library service to the community from time to time it is desirable to hire students for specific projects for short periods of time. These projects will stipulate that the students complete special projects or tasks that are often related to regular employee tasks but will not adversely affect the schedule or work that CUPE members complete for the library. These students will work only for a set amount of time – as is stipulated by the project. A special project shall not exceed four (4) months in duration unless there is a mutual agreement between the Parties.

If the students hired under any of these projects wish to apply for a Page position then they must do so as any other applicant, and will not be given preference over any other employee.

These project employees are not members of the bargaining unit and thus will not accrue seniority or any of the other benefits of being a CUPE member, nor will they be required to pay union dues.

This letter of understanding is requested by management in order to allow time to plan the future of the library with the best interests of the current CUPE staff of this library and of the community in mind.

This Letter of Understanding is without prejudice and sets no precedent.

Dated this 16 day of March, 2023.

SIGNED ON BEHALF OF:

Grand Forks Public Library Association

CP Sanyal
withiliner

Canadian Union of Public Employees,
Local 2254

E. A. Eastwood

LETTER OF UNDERSTANDING #2

RE: Calculation of Seniority

All Casual employees hired after ratification will have their seniority accrued based on hours worked.

Effective January 1, 2019: Casual employees hired before ratification will have seniority accrued by hours worked. These Casual employees will continue to have their seniority prorated based on 1950 hours per year until December 31, 2018.

Casual Employee Seniority Hours (on December 31, 2018):

	2013	2014	2015	2016	2017	2018	TOTAL
Les Johnson			173.75	1950	1950	1950	6024
Yelena Churchill				534.25	1950	1950	4434
Michelle Mallette					966.99	1950	2917

Dated this 16 day of March, 2023.

SIGNED ON BEHALF OF:

Grand Forks Public Library Association

Ch. Juf
Michelle Mallette

Canadian Union of Public Employees,
Local 2254

E. G. Eastwood

LETTER OF UNDERSTANDING #3

RE: Pages

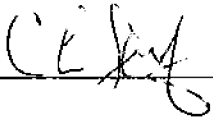
The Parties agree to the following conditions of employment for Page employees:

- In the case of a Page receiving an offer of work outside their normal working hours, the Call-Out provisions of 11.12 will not apply.

Dated this 16 day of March, 2023.

SIGNED ON BEHALF OF:

Grand Forks Public Library Association



Canadian Union of Public Employees,
Local 2254


E - Co - Eastwood

