

2000 to 2002

COLLECTIVE AGREEMENT

BETWEEN

THE SURREY PUBLIC LIBRARY BOARD

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
(LOCAL 402-02 – SURREY LIBRARY WORKERS)**

**2000 to 2002
COLLECTIVE AGREEMENT
between
THE SURREY PUBLIC LIBRARY BOARD
and
THE CANDIAN UNION OF PUBLIC EMPLOYEES
(LOCAL 402-02—SURREY LIBRARY WORKERS)**

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AGREEMENT

2000—2002

THIS AGREEMENT entered into this 31st day of May 2001

BETWEEN:

SURREY PUBLIC LIBRARY BOARD
(Hereinafter called the "Library"),

PARTY OF THE FIRST PART;

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
SURREY (MUNICIPAL) B.C., LOCAL NO. 402-02**
Surrey Library Workers
Chartered by the Canadian Union of Public
Employees and affiliated with the Canadian Labour
Congress, (Hereinafter called the "Union"),

PARTY OF THE SECOND PART:

ARTICLE 1

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

- 1.1 To maintain and improve the harmonious relations and settled conditions of employment between the Library and the Union;
- 1.2 To **recognize** the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
- 1.3 To encourage efficiency in operation;
- 1.4 To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties hereto in consideration of the mutual agreement and covenants hereinafter contained, agree with the other as follows:

ARTICLE 2—DEFINITIONS

- 2.1 “Employee” shall mean a person who is an “Employee” as defined in The Labour Relations Code of British Columbia.
- 2.2 “Probationary Full-Time Employee” shall mean a person serving an initial trial period of three (3) calendar months, (such period of time may be extended up to three (3) calendar months by mutual consent of both Parties in writing) from date of hire, to determine suitability for employment as a “Regular Full-Time Employee”.
- 2.3 “Probationary Part-Time Employee” shall mean a person serving an initial trial period of 455 hours worked or six (6) calendar months, whichever comes first (such period of time may be extended up to six (6) calendar months by mutual consent of both Parties in writing) from date of hire, to determine suitability for employment as a “Regular Part-Time Employee”.
- 2.4 “Regular Employee” shall mean an employee, full and part-time, who has successfully completed the probationary period and who is employed on a regular basis.
- 2.5 “Regular and Probationary Employees” shall be entitled to all benefits provided by the Collective Agreement, from date of hire except as otherwise provided.
- 2.6 “Casual Employees” are those other than Probationary, Regular or Regular Part-Time Employees, who are employed to augment the regular staff, or who are employed on a special project of limited duration not exceeding six (6) calendar months (such period of time may be extended by mutual consent of both Parties in writing). Employees, during the aforementioned period, shall be entitled to accumulative seniority from date of hire, but shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute. Employees completing the earlier of 910 hours worked or twelve (12) calendar months shall be entitled to benefits as noted in Article 20—Welfare Benefits 20.2 and 20.3.
- 2.7 A “Page” is an employee not subject to a probationary period hired to perform elementary library work in accordance with the job description created pursuant to Article 19.2. Pages shall accumulate seniority from date of hire only for the purpose of shift preference as a Page. Pages shall not be entitled to benefits other than those to which a person becomes entitled by reason of Statute. The hours of work for a Page are not restricted by Article 12.1.3.

ARTICLE 3—RECOGNITION AND NEGOTIATIONS

3.1 The Library recognizes the Canadian Union of Public Employees and its Local Union 402-02 Library Workers as the sole and exclusive bargaining agent for all of its employees save and except the following:

- Chief Librarian
- Professional Librarians
- Manager of Administrative Services
- Administrative Assistants (2)

and hereby agrees to negotiate with the Union, or any of its **authorized** committees, concerning all matters affecting the relationship between the Parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.2 No employee shall be required or permitted to make any written or verbal agreement with the Library or their representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4—MANAGEMENT RIGHTS

The management, supervision and control of the Library’s operation and the direction of the working force shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement.

The question of whether one of these rights is limited by this Agreement shall be decided through the grievance procedure.

ARTICLE 5—UNION SECURITY

All employees of the Library, within the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. All future employees shall, within a period of one (1) calendar month, as a condition of continued employment, become and remain members in good standing of the Union.

ARTICLE 6—CHECK-OFF OF UNION DUES

6.1 The Library agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-laws of the Union for all employees as a condition of continuing employment. The Union agrees to advise the Library of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Library, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments each pay day and shall forward to the Union the total of such amounts

ARTICLE 6—CHECK OFF OF UNION DUES Continued

deducted accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

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

ARTICLE 7—LABOUR MANAGEMENT RELATIONS

7.1 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Library without proper authorization of the Union. In order that this may be carried out, the Union will supply the Library with the names of its Officers. Similarly, the Library will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Library, as appointees of the Library, and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Library of the Union nominees to the Committee.

7.3 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred to the Bargaining Committee for discussion and recommendation for settlement.

7.4 Representative of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Library. Such representatives shall have access to the Library's premises in order to investigate and assist in the settlement of a grievance, and shall notify the Library on each such occasion.

7.5 Meeting of Committee

In the event either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

ARTICLE 7—LABOUR MANAGEMENT RELATIONS Continued

7.6 Time Off for Meeting

Any representative of the Union on the Bargaining Committee who is in the employ of the Library, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.

7.7 Technical Information

The Library and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

7.8 Adverse Report

The Library agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware prior to the hearing and thereby was denied the opportunity of placing his/her written response in the file.

7.9 Access to Personnel File

An employee shall have the right, by appointment, to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

7.10 Copies of Resolutions

Copies of all motions, resolutions and By-laws or rules and regulations adopted by the Surrey Public Library Board which affect the members of this Union are to (1) be forwarded to the Union, and (2) be posted on all bulletin boards.

7.11 Labour-Management Committee

The Library and the Union agree that a Labour-Management Committee be set up to seek solutions to mutual problems and to achieve mutual objectives.

7.12 Union Representation

When a meeting with an employee is convened for the purposes of disciplinary action, the employee shall have the right to have their Union Representative present, providing this does not result in an undue delay of the appropriate action being taken. Employees shall be notified in advance to provide opportunity for the Union Representative to be present.

ARTICLE 8—GRIEVANCE AND ARBITRATION PROCEDURE

8.1 Recognition of Union Stewards and Grievance Committee

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

8.2 Names of Stewards

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

8.3 Permission to Leave Work

The Library agrees that Stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is further agreed that the Steward is employed to perform work for the Library and that s/he will not leave his/her work during working hours except to perform his/her duties under this agreement. It is further agreed that there will be no undue disruption of work, and the Steward shall not leave work without obtaining permission from his/her Supervisor, which shall be given as soon as possible.

8.4 Definition of Grievance

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

8.5 Settling of Grievances

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

8.5.1 Informal Discussion

The grievance shall first be taken up verbally by the employee(s) with the Supervisor (outside the bargaining unit) who is responsible for the decision within twenty-one (21) days of the alleged violation or from the date the employee became aware of the alleged violation. Resolution at this stage will not be used as a precedent by either Party.

ARTICLE 8—GRIEVANCE AND ARBITRATION PROCEDURES Continued

8.5.2 Step 1

- 8.5.2.1 Failing resolution of the grievance through Informal Discussion within ten (10) days, the grievance may be submitted in writing by the Union Grievance Committee to the Branch Manager.
- 8.5.2.2 the written grievance form shall identify the issue(s) and individual(s) involved in the dispute, the articles of the collective agreement alleged to have been violated, and the remedy sought.
- 8.5.2.3 The Branch Manager shall meet with the grievor(s) and a Union Representative to attempt to resolve the grievance within fourteen (14) days of the grievance being advanced.
- 8.5.2.4 Within seven (7) days of the meeting, the Branch Manager shall forward to the Union, a written reply to the grievance.
- 8.5.2.5 If the grievor does not have a Branch Manager or if the Branch Manager is the supervisor during Informal Discussions, this Step shall be bypassed.

8.5.3 Step 2

- 8.5.3.1 If the grievance is not resolved at Step 1 or if Step 1 has been bypassed according to the provisions of Article 8.5 Step 1 - 8.5.2.5, the Union may advance the grievance in writing to the Division Manager within ten (10) days of receipt of the reply at the previous Step, or, if appropriate, within ten (10) days of the Informal Discussion.
- 8.5.3.2 The Division Manager shall meet with the grievor(s) and up to two (2) Union Representatives to attempt to resolve the grievance within fourteen (14) days of the grievance being advanced.
- 8.5.3.3 Within seven (7) days of the meeting, the Division Manager shall forward to the Union a written reply to the grievance.
- 8.5.3.4 If the Division Manager is the supervisor, during Informal Discussions, this Step shall be bypassed.

8.5.4 Step 3

- 8.5.4.1 If the grievance is not resolved at Step 2, or if Step 2 has been bypassed according to the provisions of Article 8.5 Step 2 - 8.5.3.4, the Union may advance the grievance in writing to Step 3 within ten (10) days of receipt of the reply at the previous Step, or, if appropriate, within ten (10) days of the Informal Discussion.

ARTICLE &-GRIEVANCE AND ARBITRATION PROCEDURES Continued

8.5.4.2 The Union Grievance Committee, the grievor(s), if the Union determines that is appropriate, and the Library Grievance Committee shall meet within fourteen (14) days to attempt to resolve the grievance.

8.5.4.3 Up to three (3) representatives of the Union and Library respectively, shall comprise the Grievance Committees. At their discretion, either Grievance Committee may bring one (1) additional representative to the Step 3 meeting.

8.5.4.4 The Chief Librarian (or designate) shall provide a written response to the Union within fourteen (14) days of the Step 3 meeting.

8.6 Policy Grievance

8.6.1 Where a dispute involves a question of general application or interpretation, the Union shall refer the grievance in writing to the Manager of Administrative Services (or designate) within twenty-one (21) days of the occurrence giving rise to the matter or of the Union becoming aware of the matter. Within fourteen (14) days of the referral, a meeting shall be held to discuss the grievance. Within fourteen (14) days of the meeting, the Library shall provide a written response to the Union.

8.6.2 If the grievance has not been resolved, the Union may refer it in writing to the Chief Librarian (or designate) within fourteen (14) days of receiving the Library's response. Within fourteen (14) days of the referral, a meeting shall be held to discuss the grievance. Within fourteen (14) days of the meeting, the Library shall provide a written response to the Union.

8.7 Dismissal Grievances

Where a dispute involves the dismissal of an employee, the Union may refer it in writing to the Chief Librarian (or designate) within fourteen (14) days of the dismissal. Within fourteen (14) days of the referral, a meeting shall be held to discuss the grievance. Within fourteen (14) days of the meeting, the Chief Librarian (or designate) shall provide a written response to the Union.

8.8 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8.9 Time Limits

Extension to time limits referred to herein may be extended upon mutual consent of the Parties in writing.

ARTICLE 8—GRIEVANCE AND ARBITRATION PROCEDURES Continued

8.10 Arbitration

- 8.10.1 If the grievance is not resolved through the Grievance Procedure, the Union may advance the grievance in writing to a single Arbitrator within twenty-one (21) days of the last response.
- 8.10.2 If the Parties cannot agree on the Arbitrator, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to make the appointment.
- 8.10.3 The expenses and compensation of the Arbitrator shall be shared equally between the Parties and the Parties shall bear their own costs.
- 8.10.4 The decision of the Arbitrator shall be final and binding on all persons bound by this Agreement.
- 8.10.5 In the event the Arbitrator finds that an employee has been dismissed or suspended for other than proper cause, the Arbitrator may direct the Library to reinstate the employee and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable or make such other order as s/he considers fair and reasonable having regard to the terms of the Collective Agreement between the Parties.
- 8.10.6 The Parties may mutually agree to a three (3) person Board of Arbitration instead of a single Arbitrator.

8.11 Expedited Arbitration

- 8.11.1 The Parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration. Failing mutual agreement, the terms of Article 8.10 will apply.
- 8.11.2 Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one month. Such time may be extended with the mutual agreement of the Parties.
- 8.11.3 The location of the hearings is to be agreed by the Parties. If no agreement is reached, the Arbitrator shall set the location.
- 8.11.4 All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- 8.11.5 Prior to rendering a decision, the Arbitrator may assist the Parties in mediating a resolution of the grievance.

ARTICLE 8—GRIEVANCE AND ARBITRATION PROCEDURES Continued

- 8.11.6 Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- 8.11.7 The decision of the Arbitrator is to be completed and mailed to the Parties within fourteen (14) working days of the hearing. The Arbitrator may provide a verbal decision at the conclusion of the hearing with written reasons within fourteen (14) working days.
- 8.11.8 The expenses and compensation of the Arbitrator shall be shared equally between the Parties and the Parties shall bear their own costs.
- 8.11.9 The Expedited Arbitrators, who shall act as sole arbitrators, shall be determined by mutual agreement of the Parties. If agreement cannot be reached, the Director of the Collective Agreement Arbitration Bureau will name the Expedited Arbitrators.
- 8.11.10 The Arbitrator shall have the power and authority to conclusively settle the dispute and his/her decision shall be binding on both Parties. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance in a manner which s/he deems just and equitable.
- 8.11.11 All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no **precedential** value and shall not be referred to by either Party in any subsequent proceedings.
- 8.11.12 Both Parties agree that they will not use outside legal counsel during the hearing.

ARTICLE 9—SENIORITY

9.1 General

The Parties hereto **recognize** that all employees are entitled to a measure of employment security, based on seniority; and that the employee shall accrue certain preference in this respect as provided in this Agreement.

9.2 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, lay-offs and recall provided, however, the employee is competent and/or qualified to perform the duties of the position. Seniority shall operate on a bargaining-unit-wide basis.

ARTICLE 9—SENIORITY Continued

9.3 Calculation of Seniority

Seniority shall be calculated on the accumulation of hours worked from the last date upon which the employee commenced employment with the Employer.

9.4 Probationary Employees

Newly-hired employees shall be considered on a probationary basis pursuant to Article 2—Definitions. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period if the employee is unsuitable for the position, subject to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of hire.

9.5 Seniority List

The Library shall maintain a seniority list showing each employee's hourly accumulation. An up-to-date seniority list shall be sent to the Union on a quarterly basis.

9.6 Retention of Seniority

It is agreed between the Parties hereto that seniority shall be retained and accumulated on the following basis:

9.6.1 Employees who are laid-off after six (6) months but less than one (1) year of service shall retain seniority for a period of six (6) calendar months:

9.6.2 Employees who are laid-off after one (1) year of service shall retain their seniority for a period of one (1) year;

9.6.3 Absence due to a bona fide sickness, provided such sickness is attested to by a qualified medical practitioner;

9.6.4 Authorized leave of absence;

9.6.5 Absence due to a Worker's Compensation Claim;

9.6.6 Absence while on Maternity/Paternity Leave.

9.7 Loss of Seniority

An employee shall not lose seniority rights if s/he is absent from work because of sickness, accident, or leave of absence approved by the Library.

An employee shall only lose his/her seniority in the event s/he:

9.7.1 is discharged for just cause and is not reinstated;

ARTICLE 9—SENIORITY Continued

9.7.2 resigns;

9.7.3 is absent from work in excess of two (2) working days without sufficient cause or without notifying the Library, unless such notice was not reasonably possible;

9.7.4 fails to return to work within ten (10) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause, provided, however, that the ten (10) calendar days commences on the date the Library registers the notification of recall. It shall be the responsibility of the employee to keep the Library informed of his/her current address:

9.7.5 is laid-off for a period longer than one (1) year.

9.8 Regular employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall upon completion of said assignment be returned to his or her former position without loss of seniority and scheduled rate of pay.

9.9 Employees, other than regular employees, employed to fill those positions made available by the reassignment of regular employee positions shall be laid-off. Employees laid-off shall retain their seniority as provided in Clause 9.6.

9.10 Employees, other than regular employees, may apply for posted vacancies on the regular staff; however, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.

Notwithstanding provisions contained in this Article, it is agreed and understood that where the Casual Employee is the successful applicant to a regular posted position, his/her seniority on the regular staff commences from the date of his/her appointment to a regular position.

9.11 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, s/he shall retain his/her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, s/he shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 10—PROMOTIONS AND STAFF CHANGES

10.1 Job Postings

10.1.1 When a vacancy occurs or a new position is created for other than Pages or Casual Employees, the Library shall notify the Union in writing and post notice of the position in all branches and on all bulletin boards in the Surrey Public Library for at least seven (7) calendar days. However, vacancies arising from normal retirement shall be posted for a period of ten (10) working days in the sixty (60) calendar days prior to the employee's normal retirement date.

10.1.2 If the Library deems it necessary to fill the vacancy for the seven (7) calendar day posting period, it may employ a Casual Employee without posting.

10.2 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

10.3 No Outside Advertising

No outside advertisement for additional employees shall appear until after ten (10) working days from date of posting, to allow present employees a full opportunity to qualify.

10.4 Role of Seniority in Promotions and Transfers

Both Parties recognize:

10.4.1 the principle of promotion within the service of the Library,

10.4.2 that job opportunity should increase in proportion to length of service.

10.4.3 Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

10.5 Method of Making Appointments

In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are equally qualified to fulfil the duties of the position, length of service shall be the

ARTICLE 10—PROMOTIONS AND STAFF CHANGES Continued

determining factor. The employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

10.6 Trial Period

The successful applicant shall be placed on trial for a period of three (3) calendar months (such period of time may be extended up to three (3) calendar months by mutual consent of both Parties in writing). For regular part-time employees, the trial period shall be 455 hours worked or six (6) calendar months, whichever comes first (such period of time may be extended up to six (6) calendar months by mutual consent of both Parties in writing). Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, s/he shall be returned to his/her former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and wage or salary.

- 10.7 When a position held by a regular part-time employee is increased in hours it shall not become a new position and when a part-time position is increased in hours the incumbent shall accept the position of the total hours, or the job shall be posted. Also, where there is an increase in hours or personnel which created an upgrading to a higher classification, the position shall be posted.

10.8 Notification to Union

The Library agrees to notify the Union in writing when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, resigns, is suspended or is terminated.

10.9 Job Exchanges

The Library shall inaugurate and maintain a program of job exchanges so that every regular employee shall, according to provisions of seniority and without affecting the rate of pay, have the opportunity to obtain a basic understanding of the Surrey Public Library system.

ARTICLE 1 I-LAY-OFFS AND RECALLS

11.1 Lay-off and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

ARTICLE 1 I-LAY-OFFS AND RECALLS Continued

11.2 No New Employees

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

11.3 Notice of Lay-off

The Library shall notify, in writing, those regular full-time employees who are to be laid-off five (5) working days before the lay-off is to be effective. If the employee laid-off has not had the opportunity to work five (5) full working days after notice of lay-off, s/he shall be paid in lieu of work for that part of five (5) working days during which work was not made available.

Lay-off notice for regular part-time employees shall be determined on a pro-rated basis according to the following formula:

$$\frac{\text{[Average no. of hrs worked in the previous 2 pay periods]}}{\text{[140 (35 hours x 4 weeks)]}} \text{ times 5 days}$$

ARTICLE 12—WORKING CONDITIONS

12.1 Hours of Work

- 12.1.1 Employees' regular hours of work shall be seven (7) hours per day, thirty-five (35) hours per week, Monday to Saturday inclusive.
- 12.1.2 Meal time shall be one-half (1/2) hour per seven hour day. However, if mutually agreed upon by the employee and the Division Manager, meal time may be one (1) hour.
- 12.1.3 Regular employees will not be required to work more than two (2) evening shifts per week. Regular employees who work in a Branch or Department that is a Monday to Saturday operation will not be required to work more than every second (2nd) Saturday.
- 12.1.4 "Casual Employment" employees will only be used to implement a shift rotation schedule that will equitably distribute Saturdays, Mondays and evenings among Regular employees.
- 12.1.5 Employees' scheduled hours of work per day shall not be spread over a period longer than nine (9) consecutive hours.

ARTICLE 12 – WORKING CONDITIONS Continued

12.2 Overtime

- 12.2.1 Employees working less than seven (7) hours per day shall be paid at straight time rates for all hours worked up to seven (7) hours per day, then prevailing overtime rates shall be paid.
 - 12.2.2 Employees who work in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid overtime at time and one-half (1-1/2 T) the regular hourly rate for the first four (4) hours and double (2T) the regular hourly rate thereafter.
 - 12.2.3 Employees who work on the first (1st) and second (2nd) day of rest shall be paid overtime at double (2T) the regularly hourly rate.
 - 12.2.4 Overtime hours worked as above may be authorized by the employee in charge of a branch or department provided the Library is notified with explanation not later than the next working day.
- 12.3 Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.
- 12.4 Authorized call-out shall mean a request by the Library to an employee to come to work from his/her place of residence to work any time outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours' pay at the prevailing overtime rates.
- 12.5 Double time (2T) shall be paid for all hours worked on General or proclaimed holidays in addition to regular holiday pay.
- 12.6 Overtime work shall be divided equally among the employees in the unit who are willing and capable to perform the work that is available.

12.7 Overtime Bank

All overtime worked in excess of the hours so stated shall be paid on the following pay period in which it was earned except:

- 12.7.1 that employees can accrue overtime to a maximum of five (5) working days to be taken in addition and at the time of their annual vacations,
- 12.7.2 that accrued overtime in excess of five (5) working days shall be paid at the time of annual vacations,
- 12.7.3 that employees may elect to take time off at the appropriate overtime rate in lieu of payment for overtime, at a time mutually agreed upon between the Library and the employee,

ARTICLE 12—WORKING CONDITIONS Continued

12.7.4 the accrued overtime in excess of time off in lieu of payment for overtime shall be paid at the time of annual vacations at the earned rate.

12.8 Rest Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift at a time convenient to the work load.

12.9 Schedule Preference

Seniority shall determine schedule preference, subject only to ability to perform the job required. Should any dispute arise in the interpretation of this section, the matter shall be referred to the Bargaining Committee in accordance with Article 7.3.

12.10 Shift Premium

With the exception of Pages, employees who work between the hours of 5:00 p.m. and 8:30 a.m. shall be paid a shift premium of sixty cents (60¢) per hour. Such shift premium shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits. Effective January 1, 1993, shift premium shall only apply to hours worked and not be used to calculate overtime, vacation pay, sick leave, holidays and other fringe benefits.

12.11 Notice of Change of Shifts

Not less than twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

ARTICLE 13—GENERAL HOLIDAYS

13.1 All employees shall receive pay for the following General Holidays from date of employment:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. Day | |

and any other day proclaimed as a General Holiday by the Federal and/or Provincial Government. Payment for such holidays shall be paid on a pro-rated basis according to the employees' daily hours worked.

ARTICLE 13—GENERAL HOLIDAYS Continued

For the purpose of this section, all Casual Employees hired by the Library shall have worked for the Library at least fifteen (15) days in the thirty (30) calendar day period immediately prior to General Holiday to qualify.

- 13.2** When a General Holiday falls on an employee's day of rest, the employee shall receive another day off with pay immediately preceding or following the General Holiday.

Upon mutual agreement between the employee and the Library, the extra day in lieu of such holiday may be taken at some other time attached to their scheduled days of rest or affixed to their vacation entitlement.

13.3 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day of pay. Employees who are required to work shall be paid in accordance with prevailing overtime rates.

ARTICLE 14—ANNUAL VACATIONS

All regular employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

- 14.1 For the purpose of this Article, calendar year shall be the period January 1st to December 31 st, inclusive.
- 14.2 Regular employees, during the first (1st) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

Regular employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll as of January 1 st, shall be considered to have completed their first calendar year of service.
- 14.3 Employees, during their second (2nd) year of service shall earn fifteen (15) working days annual vacation at their regular rate of pay or six percent (6%) of their annual gross earnings, whichever is greater.
- 14.4 Employees, during their eighth (8th) year of service shall earn twenty (20) working days annual vacation at their regular rate of pay or eight percent (8%) of their annual gross earnings, whichever is greater.
- 14.5 Employees, during their seventeenth (17th) year of service shall earn twenty-five (25) working days annual vacation at their regular rate of pay or ten percent (10%) of their annual gross earnings, whichever is greater.
- 14.6 Employees, during their twenty-second (22nd) year of service shall earn thirty (30) working days annual vacation at their regular rate of pay or twelve percent (12%) of their annual gross earnings, whichever is greater.
- 14.7 Where an employee becomes eligible for added vacation on January 1 st in any year, the employee shall be entitled to such added vacation at the time of taking his or her annual vacation.
- 14.8 On or before April 1st of each calendar year, regular employees shall submit their requests for annual vacations and on or before April 30th of each calendar year, the Library shall approve the scheduling of annual vacations for regular employees. Where a regular employee has made arrangements for annual vacation which has been approved by the Library and subsequently such regular employee is required by the Library due to emergent conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to his/her regular entitlement.

ARTICLE 14—ANNUAL VACATIONS Continued

14.9 Employees, other than regular employees and regular full and part-time Pages, shall earn four percent (4%) of their gross earnings in lieu of annual vacations in the first (1st) through and including their fourth (4th) year of service and six percent (6%) thereafter. Such holiday pay will be calculated and paid on each pay cheque based on the employee's gross earnings during the applicable pay period.

14.10 When a General Holiday falls or is observed during an employee's annual vacation period, s/he shall be granted an additional day of vacation for each General Holiday in addition to his or her regular vacation time.

14.11 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Library.

14.12 Upon request, employees' pay for the annual vacation to which the employee is entitled shall be paid in one payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

ARTICLE 15—SICK LEAVE PROVISIONS

15.1 All regular employees, upon completion of the probationary period, shall be granted one and one-half (1-1/2) days Sick Leave with Pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for his/her future benefits to a total of one hundred and twenty-six (126) sick leave days.

15.2 Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

The employee's sick leave pay shall be for that amount of money normally and usually paid to the employee for the hours worked by the employee in a normal working day.

15.3 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid-off due to lack of work, s/he shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit.

15.4 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted his/her sick leave credits shall be allowed to anticipate extension of his/her sick leave to a

ARTICLE 15—SICK LEAVE PROVISIONS Continued

maximum of eighteen (18) working days. This sick leave extension shall be repaid by the employee upon his/her return to duty through his/her normal monthly accumulation.

15.5 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Employees who find it necessary to leave the job due to illness will receive a deduction from their sick leave accumulation in the amount of time lost.

15.6 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of one (1) working day, certifying that such employee is unable to carry out his/her duties due to illness, or non-compensable accident.

15.7 Sick Leave Records

A record of all unused sick leave will be kept by the Library. Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to his/her credit.

15.8 Family Sick Leave

In case of illness of an immediate member of the family (parent, wife, husband, common-law spouse, same sex partner, child, step-child, guardian, brother, sister, grandchild or grandparent) of an employee where no one other than the employee can provide for the needs of the ill person, the employee upon approval by his/her immediate supervisor shall be able to use a maximum of five (5) accumulated sick leave days within a calendar year. This type of leave will not be unreasonably withheld.

15.9 Employees shall notify their respective department head during or before the first two (2) working hours prior to commencement of their scheduled shift that sick leave is being used.

15.10 Wage Reimbursement

If, as a result of a claim made to an insuring third party (such as ICBC or WCB) an employee receives payment for wage loss (including fringe benefit costs) referable to a period during which the employee received sick leave benefits, then the employee, upon receipt of such payment shall pay to the Library the amount of the wage loss so received and the Library shall then reinstate the employee's sick leave accumulation with the hours equivalent to the amount received. For the purposes of reinstating the employee's sick leave accumulation the Library may agree, subject to

ARTICLE 15—SICK LEAVE PROVISIONS Continued

the approval of the Chief Librarian, to assist the employee in defraying legal costs incurred.

ARTICLE 16—RETIREMENT PAY

16.1 Employees retiring from the service of the Library shall be paid at the rate of two (2) days pay for each year of service with the Library to a maximum of twenty-two (22) working days.

16.2 For the purpose of Retirement Pay, the following definitions shall apply:

16.2.1 “**Retirement**”-shall be defined as an employee leaving the service of the Library in accordance with the provisions of the Municipal Superannuation Act; and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Superannuation Act.

16.2.2 “**Days Pay**”-shall be defined as pay for one (1) day at the current rate of pay for the classification in which the employee was then regularly employed.

16.3 Vacation Pay on Retirement

Employees with ten (10) or more years of service shall on retirement be entitled to the same vacation or vacation pay which s/he would have earned if s/he had continued in employment to the end of the calendar year.

16.4 Death In Service

In the event of death of an employee, the value of all accrued retirement benefits shall be paid to the employee’s designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee’s estate.

ARTICLE 17—LEAVE OF ABSENCE

17.1 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Library, or with respect to a grievance provided s/he has obtained the prior approval of the Library. Such approval shall not be unduly withheld.

17.2 Leave for Union Duties

It is agreed that the official representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other function on

ARTICLE 17—LEAVE OF ABSENCE Continued

behalf of the Union and its affiliation, provided not more than four (4) Union representatives shall be away at any one time and provided the prior approval of the Library has been obtained. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Library for a period up to one (1) year and may be renewed each year on request during his or her term of office.

17.3 Bereavement Leave

An employee shall be granted up to a total of three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, wife, husband, common-law spouse, same sex partner, brother, sister, child, step-child, guardian, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents. Where the death occurs outside the Province, the employee may apply for an additional two (2) working days of leave without loss of pay.

17.4 Mourner's Leave

Applications for leave of absence up to one half (1/2) day may be granted without loss of salary or wages at the discretion of the Chief Librarian to attend a funeral as a pall-bearer or mourner.

17.5 General Leave

The Library may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Library. Such approval shall not be withheld unjustly.

17.6 Jury or Court Witness Duty

The Library shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown witness in any court. The Library shall pay such an employee his/her normal earnings. The payment s/he receives for jury service or court Crown witness, excluding payment for travelling, meals, or other expenses shall be handed over to the Library together with proof of service and the amount of pay received.

17.7 Maternity Leave

The Library will issue a Record of Employment for maternity leave on the written request of an employee who is pregnant providing that at least one (1) month notice is given prior to the effective date of such leave. The effective date of maternity

ARTICLE 17—LEAVE OF ABSENCE Continued

leave shall not be less than six (6) weeks prior to the expected date of birth, unless the employee requests a shorter period in writing and such shorter period is approved by her physician.

The Library will offer the same position, if it remains established, or alternative employment, without loss of seniority, to the employee, providing that at least one month prior notice, in writing, is given by the employee of the employee's intention to return to work. In any case, return to work will not be sooner than six (6) weeks after the birth of a child, unless the employee requests a shorter period in writing and such shorter period is approved by her physician, and in no case shall the total period of maternity leave exceed one (1) year. Benefit provisions contained in this Agreement may be maintained during this period of maternity leave by the Library. The employee during this period of maternity leave shall pay in advance the employee cost portions applicable from the first (1st) of the month following the date of maternity leave. If an employee has not notified the Library of his/her intention to return to work within the twelve (12) months following the commencement of maternity leave, s/he will be deemed to have resigned.

17.8 Adoption Leave

Where an employee seeks maternity leave due to legal adoption, the foregoing provisions shall apply to the extent that they are appropriate to such a situation.

17.9 Leave to Write Examinations

Leave of Absence with pay shall be granted to allow employees time to write examinations for courses approved by the Library.

ARTICLE 18—PAYMENT OF WAGES AND ALLOWANCES

18.1 Pay Days

The Library shall pay salaries and wages **bi-weekly** on a Friday in accordance with Schedules attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an **itemized** statement of his/her wages and deductions.

18.2 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

18.3 Part-Time Employees

Regular part-time employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

ARTICLE 18—PAYMENT OF WAGES AND ALLOWANCES Continued

18.4 Daily Guarantee

- 18.4.1 Employees reporting for work on the call of the Library, except school students reporting for work on school days: The employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:
- 18.4.2 Two (2) hours pay at the employee's regular rate, except where the employee's condition is such that he is not competent to perform his/her duties, or s/he has failed to comply with the Accident Prevention Regulations of the Workers' Compensation Board; and
- 18.4.3 If the employee commences work, four (4) hours pay at the employee's regular rate, except when his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Library.
- 18.4.4 School students reporting for work on school days on the call of the Library: The employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours pay at the employee's regular rate.

18.5 Special Training Allowance

Employees who train other employees, at the same rate of pay or higher, on behalf of the Library, shall be paid ten percent (10%) above their classification rate for a maximum of two (2) pay periods,

18.6 Pay During Temporary Transfers

A temporary transfer will be granted when an employee is temporarily placed in a position other than their regular position. All hours worked in the alternate position will be paid at the base rate of the alternate position.

Where an employee is transferred to positions such as Community Librarian, Senior Branch Assistant, Circulation Supervisor or Head, Acquisitions, the following shall apply: Temporary transfer will only be granted when the employee works seven (7) hours in the position in one day.

- 18.7 Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first (1st) day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

18.8 Staff Development

- 18.8.1 The Library shall pay the cost of any courses, training programs, conferences, seminars, and workshops employees are required to take at

ARTICLE I&-PAYMENT OF WAGES AND ALLOWANCES Continued

the direction of the Library. Regular full-time employees, who attend such staff development outside of their normal working hours, shall receive equivalent time off at a time mutually agreed upon within thirty (30) days. Employees, other than regular full-time, attending such staff development outside of their normal working hours, shall be paid their classification rate for time so spent, or shall receive equivalent time off at a time mutually agreed upon within thirty (30) days, at the sole discretion of the Chief Librarian (or designate).

18.8.2 Employees may receive, at the sole discretion of the Chief Librarian (or designate),:

(a) reimbursement for all or part of the costs;

(b) time off without loss of pay

to attend courses, training programs, conferences, seminars, and workshops or courses related to their career development or improving job performance in the Library.

18.9 Rate for Supervision

When, over and above his or her regular work, an employee is designated as supervisor of one or more employees, the employee shall receive ten percent (10%) above his or her own rate of pay. This rate shall not apply when only Pages are being supervised.

18.10 Mileage Allowance

Mileage rates paid to employees using their own vehicles for the Library's business shall be as follows:

18.10.1 Employees who are **authorized** by their Department Head to use their own vehicles on a casual or intermittent basis shall be reimbursed thirty-eight cents (**\$0.38**) per kilometre.

18.10.2 There shall be no obligation on the part of the employees to use their own vehicles on the Library's business on an intermittent basis.

ARTICLE 19—JOB CLASSIFICATION AND RECLASSIFICATION

19.1 All matters pertaining to the application of remuneration determined by the job evaluation rating scale for an individual job, in relation to other jobs covered by the Collective Agreement, shall be referred to the collective bargaining procedure for implementation.

ARTICLE 19—JOB CLASSIFICATION AND RECLASSIFICATION Continued

19.2 Job Descriptions

The Library agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the **recognized** job descriptions unless the Union presents written objection within thirty (30) days.

Classifications and job descriptions so established shall not be eliminated without prior notification to the Union.

19.3 Changes in Classification

When any position not covered by the Wage Schedule attached hereto is established during the term of this Agreement, the said position shall be referred to the Joint Evaluation Committee for rating.

ARTICLE 20—WELFARE BENEFITS

20.1 Municipal Superannuation

All regular employees appointed to permanent positions and who have completed their probationary period and who are employed for a minimum of twenty (20) hours per week, shall participate in the Municipal Superannuation Plan. Employees who are ineligible to make contributions under the Municipal Superannuation Act shall be exempted from its provisions, except as otherwise provided for in Article 16—Retirement Pay.

20.2 Group Medical and Insurance Benefits

The Library agrees to provide, through an insurance carrier, and each employee shall be required to participate in, the following benefits as a condition of employment, unless otherwise covered, on completion of an employee's probationary period:

20.2.1 Medical and Surgical Benefits through the B.C. Medical Plan, inclusive of Extended Health Benefits and Vision Care coverage up to two hundred dollars (\$200.00) for each family member, through Pacific Blue Cross.

20.2.2 Group Life Insurance of two (2) times annual income with a minimum of Twenty Thousand Dollars (\$20,000.00) for each employee.

20.2.3 Accidental Death & Dismemberment Insurance (non-occupational) of Twenty thousand dollars (\$20,000.00) for each employee.

20.2.4 Long Term Disability Coverage. Such coverage to be effective July 1, 1992, and to apply only to those employees who are appointed to a regular position of twenty (20) hours or more per week.

ARTICLE 20—WELFARE BENEFITS Continued

The cost of providing Group Medical and Insurance Benefits shall be borne sixty percent (60%) by the Library and forty percent (40%) by the employee. Effective January 1, 2002 the cost shall be borne seventy percent (70%) by the Library and thirty percent (30%) by the employee. Cost of providing Long Term Disability coverage shall be borne one hundred percent (100%) by the Library. See Schedule E for details.

20.3 Group Dental Plan

20.3.1 The premiums for the dental plan will be paid sixty percent (60%) by the Library and forty percent (40%) by the employees whose contributions shall be made by payroll deduction. Effective January 1, 2002 the premiums will be paid seventy percent (70%) by the Library and thirty percent (30%) by the employees.

20.3.2 Basic dental service (Plan A) paying for eighty percent (80%) of the approved schedule of fees. The annual maximum for Plan A will be one thousand dollars (\$1,000.00).

20.3.3 Restorative dental service (Plan B) paying for fifty percent (50%) of the approved schedule of fees. The annual maximum for Plan B will be one thousand dollars (\$1,000.00).

20.4 The Library may elect to enter into a contract for these services on a group basis provided that accounting will be carried out on an individual unit basis.

20.5 An employee who is eligible for benefits and who co-habits with a person of the same sex as a "spouse" (Partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

ARTICLE 21—HEALTH AND SAFETY

21.1 Cooperation on Safety

The Union and the Library shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

21.2 Union-Library Safety Committee

A Health and Safety Committee shall be established and composed of three (3) representatives appointed by the Library, and three (3) representatives of the Union. The Library shall be responsible for the total operating costs of the Committee, including the normal wages of employees while engaged in committee duties.

ARTICLE 21—HEALTH AND SAFETY Continued

21.3 Meetings of Committee

The Health and Safety Committee shall hold meetings as requested by the Union or by the Library and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Library, the Union and the Workers' Compensation Board of British Columbia.

21.4 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

ARTICLE 22—TECHNOLOGICAL CHANGE

22.1 General Provision re: Technological Change

Disputes between the Library and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

22.2 Displacement

No regular employee shall be dismissed by the Library because of mechanization or technological changes. An employee who is displaced from his/her job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

22.3 Training Program

In the event that the Library should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such employees shall, at the expense of the Library, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

22.4 Significant Technological Change

Where the Library introduces, or intends to introduce a technological change, that:

22.4.1 affects the terms and conditions, or security, of employment of a significant number of employees to whom this Collective Agreement applies; and

22.4.2 alters significantly the basis upon which the Collective Agreement was negotiated,

ARTICLE 22—TECHNOLOGICAL CHANGE Continued

either Party may refer the matter to an Arbitration Board constituted pursuant to Article 8 of this Agreement.

22.5 Arbitration Board Decision on Technological Change

The Arbitration Board shall decide whether or not the Library has introduced, or intends to introduce, a technological change, and upon deciding that the Library has introduced or intends to introduce a technological change, the Arbitration Board may make one or more of the following orders:

22.5.1 That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

22.5.2 That the Library will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

22.5.3 That the Library reinstate any employee displaced by reason of the technological change;

22.5.4 That the Library pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;

22.5.5 That the matter be referred to the Labour Relations Board;

and an order made under this clause is binding on all persons bound by this Collective Agreement.

ARTICLE 23—JOB SECURITY

No bargaining unit employee shall be laid-off as a result of the Library contracting out any of its present work or services.

ARTICLE P&-PRESENT CONDITIONS AND BENEFITS

24.1 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Library shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Library and the Union.

24.2 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation,

ARTICLE 24—PRESENT CONDITIONS AND BENEFITS Continued

annexation, merger or other structural change of the Library, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either Party, upon notice to the other, may reopen this present Agreement for negotiation.

ARTICLE 25—CROSSING OF LEGAL PICKET LINES

No employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Federal Government. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Library.

ARTICLE 26—GENERAL

26.1 Plural or Feminine Terms May Apply

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

26.2 New Employees

The Library agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

26.3 Copies of Agreement

On commencing employment, the Library's department head shall introduce the new employee to his/her Union Steward or representative, who will provide him with a copy of the Collective Agreement.

26.4 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and his/her responsibilities and obligations to the Library and the Union.

26.5 Sexual Harassment

The Library and the Union agree that sexual harassment shall not be tolerated in the workplace. If the Parties are unable to resolve the complaint, the Parties may utilize the grievance procedure. By mutual agreement, the Parties may request an outside

ARTICLE 26—GENERAL Continued

impartial third party to adjudicate the complaint. Costs of the third party to be shared equally.

ARTICLE 27—SCHEDULES

The Schedules of wages, classification, special provisions and hourly rate for all employees of the Library covered by this Agreement shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

Job Evaluations and maintenance shall be in accordance with Schedule "B", "C", and "D" attached hereto and forming part of this Agreement.

ARTICLE 28—TERM OF AGREEMENT

This Agreement shall be for a renewal term of three (3) years, effective January 1, 2000 through to December 31, 2002, both dates inclusive. Should either Party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other Party hereto to commence collective bargaining, or should the Parties be deemed to have given notice under Section 62 of the Labour Relations Code of British Columbia, this Agreement shall continue in full force and effect, and neither Party shall make any change or alter the terms of this Agreement until:

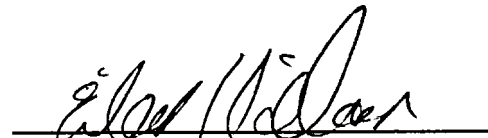
- 28.1 The Union can lawfully strike in accordance with the provisions of Part V of the Labour Relations Code of British Columbia; or
- 28.2 The Library can lawfully lock out in accordance with the provisions of Part V of the Labour Relations Code of British Columbia; or
- 28.3 The Parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENCE
ON THIS 29th DAY OF AUGUST, 2001.



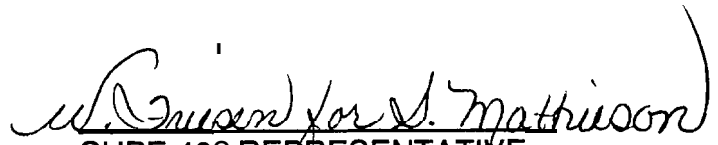
CHAIR, LIBRARY BOARD



CHAIR, CUPE 402-02



CHIEF LIBRARIAN



CUPE 402 REPRESENTATIVE

**SURREY PUBLIC LIBRARY
SCHEDULE A**

| | January 1, 2000 | | January 1, 2001 | | April 1, 2002 | |
|---|-----------------|----------|-----------------|----------|---------------|----------|
| | Base Rate | End Rate | Base Rate | End Rate | Base Rate | End Rate |
| Pay Grade 1 Page | \$ 10.86 | \$ 10.86 | \$ 11.09 | \$ 11.09 | \$ 11.42 | \$ 11.42 |
| Pay Grade 2 | | | | | | |
| Pay Grade 3 | | | | | | |
| Pay Grade 4 Mending & Processing Clerk | \$ 13.91 | \$ 14.43 | \$ 14.19 | \$ 14.72 | \$ 14.62 | \$ 15.16 |
| Pay Grade 5 | \$ 14.44 | \$ 15.00 | \$ 14.73 | \$ 15.30 | \$ 15.17 | \$ 15.76 |
| Pay Grade 6 | \$ 15.02 | \$ 15.52 | \$ 15.32 | \$ 15.83 | \$ 15.78 | \$ 16.30 |
| Pay Grade 7 Branch Assistant Data Entry Clerk | \$ 15.53 | \$ 16.03 | \$ 15.84 | \$ 16.35 | \$ 16.32 | \$ 16.84 |
| Pay Grade 8 Audiovisual Clerk | \$ 16.04 | \$ 16.56 | \$ 16.36 | \$ 16.89 | \$ 16.85 | \$ 17.40 |
| Pay Grade 9 Acquisitions Assistant | \$ 16.58 | \$ 17.13 | \$ 16.91 | \$ 17.47 | \$ 17.42 | \$ 17.99 |
| Pay Grade 10 Bibliographic Assistant Receptionist | \$ 17.14 | \$ 17.72 | \$ 17.48 | \$ 18.07 | \$ 18.00 | \$ 18.61 |
| Pay Grade 11 Sr Mending & Processing Clerk | \$ 17.73 | \$ 18.15 | \$ 18.08 | \$ 18.51 | \$ 18.62 | \$ 19.07 |
| Pay Grade 12 | \$ 18.18 | \$ 18.75 | \$ 18.54 | \$ 19.13 | \$ 19.10 | \$ 19.70 |
| Pay Grade 13 Children's Assistant Comm. Rel. & Development Asst Reference Assistant Senior Branch Assistant Special Needs Assistant | \$ 18.76 | \$ 19.26 | \$ 19.14 | \$ 19.65 | \$ 19.71 | \$ 20.24 |
| Pay Grade 14 Cataloguing Assistant | \$ 19.27 | \$ 19.83 | \$ 19.66 | \$ 20.23 | \$ 20.25 | \$ 20.84 |
| Pay Grade 15 | \$ 19.84 | \$ 20.36 | \$ 20.24 | \$ 20.77 | \$ 20.85 | \$ 21.39 |
| Pay Grade 16 Circulation Supervisor Community Librarian Special Needs Supervisor Head, Acquisitions | \$ 20.38 | \$ 20.85 | \$ 20.79 | \$ 21.27 | \$ 21.41 | \$ 21.91 |

NOTE: The end rate becomes effective after the completion of six (6) months of regular employment.

SCHEDULE "B"

EDUCATION

Definition

This factor serves as a scale of measurement for the amount of theoretical knowledge, specific education and **specialized** training which is required as a basis for learning and performing on the job. These requisites may be met by formal education or independent studies. The degrees are set up in varying amounts of formal education, or the equivalent.

Degree 1

Position requires a level of general training equivalent to two years of secondary school education.

Degree 2

Position requires additional **specialized** training in general, commercial or technical school subjects.

Degree 3

Position requires a level of knowledge and understanding equivalent to technical, commercial, vocational or high school graduation.

Degree 4

Position requires high school graduation plus additional short **specialized** training courses.

Degree 5

Requires high school graduation plus intermediate courses.

Degree 6

Requires graduation from a post-secondary course such as Library Technician, Audio Visual Technician, etc.

Degree 7

Requires University graduation.

Education-Rules of Application

1. This factor deals with theoretical training or knowledge, and should be dealt with before the Experience factor.
2. Select the educational level that most appropriately meets the job requirements as set out in the Job Specification. (The Job Specification indicates the skills and knowledge which are acquired through either casual or formal education or training.)

3. This is the level of education or training that one would normally look for in selecting a person for the job.
4. Short courses are those such as Community College night classes, B.C. Government correspondence course for Community Librarians, workshops.
5. Intermediate courses are those such as **specialized** bookkeeping and business school courses.
6. Concentrate on the Job Requirement and not the education possessed by the individual employed in the position.
7. The word “performing” in the Factor Definition refers to the skill requirement demanded by the job, and is not intended to measure the individual’s performance on the job.

SCHEDULE "B"

EXPERIENCE

Definition

This factor serves as a scale of measurement for the amount of practical experience that an average individual having the appropriate theoretical knowledge, specific education and **specialized** training would require to be able to perform the job duties. It includes:

- (a) Experience on any related work or work in lesser positions which is necessary for the performance of the job.
- (b) The period of training and adjustment on the job itself.

Degree 1

Up to and including one (1) month of experience.

Degree 2

Over one (1) month, up to and including three (3) months of experience.

Degree 3

Over three (3) months, up to and including six (6) months of experience.

Degree 4

Over six (6) months, up to and including one (1) year of experience.

Degree 5

Over one (1) year, up to and including two (2) years of experience.

Degree 6

Over two (2) years, up to and including three (3) years of experience.

Degree 7

Over three (3) years, up to and including five (5) years of experience.

Degree 8

Over five (5) years of experience.

Experience-Rules of Application

1. This factor deals with practical training and knowledge. It should not be dealt with until an appropriate degree of education (theoretical knowledge) has been established.
2. It covers the time required to learn the practical application of theoretical knowledge to work problems, and to learn the necessary techniques, methods, practices, procedures, use of forms, routines, etc.
3. Experience is expressed in terms of the minimum months or years required. This minimum assumes that an employee has the opportunity to work in the necessary fields or on the various appropriate aspects of the work or related work for just sufficient time to become competent. This should not be confused with the amount of experience the employee may actually have before the opportunity arises to step into the job.
4. The specification elaborates on the amount and type of experience that is required under (a) and/or (b) in the Factor Definition. The amount of experience required for the job is the sum of (a) and (b). The simpler jobs may require only (b).
5. Under this factor, no consideration is given to the age of the individual.

SCHEDULE "B"

INITIATIVE

Definition

Initiative refers to the degree to which independent action is required; this involves the amount of direction received from either personal supervision or standard practices and precedents. It also refers to the degree of ingenuity, creative imagination and original thought which may be required in activities involving design, development, research, long-range planning, etc.

Degree 1

Work under close supervision or completely detailed instructions. Employee refers all questions to supervisor.

Degree 2

Work under frequent supervision, guidance, or check; or perform work defined by standard practice of established procedure. Employee refers all significant deviations to the supervisor.

Degree 3

Work under direction or occasional supervision. Employee proceeds on own initiative when majority of duties follow general instructions, established methods, and clearly defined precedents, referring unusual problems to superiors.

Degree 4

Work under general direction and guidance. Employee plans details of procedures and methods to attain definite objectives and takes action in the application of policy and of standards widely accepted within the occupation, vocation or profession.

Degree 5

Independent work on broad general assignments with responsibility for planning of all associated activities, limited only by policy. Employee takes action without reference to superiors except when problems involving policy change are involved.

Degree 6

Work requiring analysis of broad problems, the planning of various interrelated activities, and/or the coordination of effort of more than one major department within a division. Employee may work out programs and approaches to major problems, and in general perform duties wherein established policies and **recognized** principles may be inadequate to determine procedure or decision in all cases.

SCHEDULE "B"

RESPONSIBILITY FOR SUPERVISION

Definition

This factor serves as a scale of measurement for the extent to which the employee is required to supervise the work and activity of other employees.

Degree 1

Supervisory responsibility is not part of the job requirements.

Degree 2

There may be a requirement to show other employees how to perform tasks or duties.

Degree 3

The job requires the employee to periodically assume some of the normal supervisory responsibilities over other employees.

Degree 4

The job requires the employee to assume the normal supervisory responsibilities as specified in rules (c) and (d).

Degree 5

The job requires the employee to assume normal supervisory responsibilities as specified in rules (a), (b), (c), and (d).

Degree 6

The job requires the employee to assume the normal supervisory responsibilities as specified in rules (a) to (e) inclusive.

Responsibility for Supervision-Rules of Application

- (a) Planning, **organizing**, scheduling, coordinating of work.
- (b) Assigning of work and/or personnel.
- (c) Maintaining quality, accuracy and quantity of work.
- (d) Giving advice, guidance, instruction, direction.
- (e) Developing work methods, procedures, standards.

SCHEDULE "B"

PHYSICAL DEMANDS

Definition

"Physical Demands" pertains to the physical exertion associated with the position. In rating under this factor, give consideration to the intensity and severity of physical effort required in the position, and to the continuity and frequency of that effort,

Degree 1

Usual office position or positions where physical demands do not cause undue fatigue.

Degree 2

Inside positions requiring considerable standing or moving around but with little or no lifting or heavy physical effort. Positions which require considerable visual attention and mental concentration, or which involve working in awkward positions resulting in some fatigue; i.e. office machine operation.

Degree 3

Inside positions requiring constant moving about or regular lifting and carrying of moderately heavy or awkward and difficult to carry articles.

Degree 4

Inside positions requiring considerable lifting or heavy physical effort,

Degree 5

Positions requiring work of a strenuous nature such as is involved in the loading and unloading of heavy equipment on a somewhat continuous basis. Positions requiring frequent and regular long hours in which travelling or driving is a significant fatigue causing factor.

Physical Demands Factor-Rules of Application

1. Little or no lifting refers to the occasional lifting of boxes of books; e.g. moving boxes up to the door for van pickup.
2. Moderately heavy boxes are those of less weight than film boxes.
3. Heavy physical effort refers, for example, to the lifting of boxes of films on a daily basis.

SCHEDULE "B"

MENTAL FATIGUE

Definition

This factor serves as a scale of measurement for the extent to which the work requires attention to detail.

Degree 1

Character of duties is sporadic and requires attention only at intervals. Little or no work pressure.

Degree 2

Character of duties involves occasional attention to detail but not exacting or highly concentrating in nature.

Degree 3

Character of duties requires close attention to detail for periods of quite short duration. Must be aware of job details and may be required to distribute attention over several details.

Degree 4

Character of duties frequently requires concentration for periods of sustained duration.

Degree 5

Character of duties requires close attention to detail for periods of sustained duration. Requires concentration due to heavy volume, pressure of work and exactness of work.

SCHEDULE "B"

CONTACTS

Degree 1

Contacts are not a normal part of the job requirement, but occur on a casual basis and require ordinary courtesy.

Degree 2

Contacts occasionally with others beyond immediate associates, but generally of a more routine nature. Employee may be required to make routine contacts outside his/her department to secure, present or discuss data pertinent to his/her duties.

Degree 3

Frequent contacts with the public where courtesy and tact are of prime importance or contacts as required outside the **organization** wherein their handling is of considerable importance.

SCHEDULE "B"

ACCOUNTABILITY

Definition

This factor deals with the importance of accuracy of work and of sound conclusions and decisions and measures in terms of the effects of inaccuracy and poor conclusions and decisions. Do not evaluate the extreme or rare probability, but only reasonable, normal errors or losses that are most likely to occur due to carelessness, inattention, or poor judgement.

Degree 1

Errors are easily self-detected by standard check or cross-check. Would cause little or no difficulty or loss of time to correct.

Degree 2

Errors are easily detected within the work unit, but may affect the work of others within the unit and require expenditure of time to trace and make necessary corrections.

Degree 3

Errors are not easily detected and may cause interruption and loss of time to other employees and work groups. Errors may cause inaccuracies in reports or records and affect subsequent activities based on such reports or records, but would have no effect upon the Library's external relations.

Degree 4

Errors are not easy to identify and correct and would cause some interruption and loss of time to other employees and work groups. Errors in reports and/or records affect subsequent activities based on the reports and records and may cause embarrassment or loss of prestige to the Library or employee relations.

Degree 5

Errors are difficult to identify and there would be little opportunity of correction once made, except over a long period of time. Errors would have considerable adverse effect on employee relations.

SCHEDULE "B"

WORKING CONDITIONS

Definition

This factor serves as a scale of measurement for certain undesirable and disagreeable working conditions which cannot be eliminated from the job. It deals specifically with the following conditions.

1. Minor undesirable and disagreeable conditions:
 - (a) Minor conditions of dust, dirt, fumes, heat or cold, noise vibration, inclement weather and the like.
 - (b) Minor health and accident hazards including the possibility of lost time accidents.
2. Major undesirable and disagreeable conditions:
 - (a) Extreme conditions of dust, dirt, fumes, heat or cold, noise, vibration, inclement weather and the like.
 - (b) Health and accident hazards of a serious nature involving lost time, or which may result in partial or permanent disability.

Degree 1

Job requires practically no exposure to undesirable or disagreeable conditions.

Degree 2

Job requires occasional exposure to minor undesirable and disagreeable conditions.

Degree 3

Job requires considerable exposure to minor undesirable and disagreeable conditions.

Working Conditions-Rules of Application

1. Consider only those conditions which are inherent with the nature of the work and not those which are the accident of the surroundings.

SCHEDULE "B"

| DEGREE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Education | 16 | 32 | 48 | 64 | 80 | 96 | 112 | |
| Experience | 19 | 38 | 57 | 76 | 95 | 114 | 133 | 152 |
| Initiative | 15 | 30 | 45 | 60 | 75 | 90 | | |
| Responsibility for Supervision | 10 | 20 | 30 | 40 | 50 | 60 | | |
| Physical Demands | 5 | 10 | 15 | 20 | 25 | | | |
| Mental Fatigue | 5 | 10 | 15 | 20 | 25 | | | |
| Contacts | 15 | 30 | 45 | | | | | |
| Accountability | 10 | 20 | 30 | 40 | 50 | | | |
| Working Conditions | 5 | 10 | 15 | | | | | |

SCHEDULE "B"

| PAY GRADES | EVALUATED POINT SPREAD |
|-------------------|-------------------------------|
| 1 | 0—130 |
| 2 | 131—150 |
| 3 | 151—170 |
| 4 | 171—190 |
| 5 | 191—210 |
| 6 | 211—230 |
| 7 | 231—250 |
| 8 | 251—270 |
| 9 | 271—290 |
| 10 | 291—310 |
| 11 | 311—330 |
| 12 | 331—350 |
| 13 | 351—370 |
| 14 | 371—390 |
| 15 | 391—410 |
| 16 | 411—430 |
| 17 | 401—420 |
| 18 | 421—440 |
| 19 | 441—460 |
| 20 | 461—480 |
| 21 | 481—500 |
| 22 | 501—520 |
| 23 | 521—540 |

SCHEDULE "B"

RATING CLASSIFICATION SCHEDULE

| Position | Ed. | Exp. | In. | Sup. | P/D | M/F | Cont. | Acc. | W/C | Points | Pay Grade |
|----------------------------------|-----|------|-----|------|-----|-----|-------|------|-----|--------|-----------|
| Acquisitions Assistant | 4 | 3 | 3 | 2 | 3 | 4 | 2 | 3 | 1 | 286 | 9 |
| Audiovisual Clerk | 4 | 2 | 3 | 2 | 3 | 3 | 2 | 3 | 1 | 262 | 8 |
| Bibliographic Assistant | 4 | 4 | 3 | 2 | 2 | 3 | 2 | 4 | 1 | 305 | 10 |
| Branch Assistant | 3 | 2 | 3 | 2 | 2 | 3 | 3 | 2 | 1 | 246 | 7 |
| Cataloguing Assistant | 6 | 5 | 3 | 3 | 2 | 4 | 2 | 4 | 1 | 371 | 14 |
| Children's Assistant | 6 | 4 | 3 | 2 | 2 | 3 | 3 | 4 | 1 | 352 | 13 |
| Circulation Supervisor | 6 | 5 | 4 | 5 | 2 | 3 | 3 | 4 | 1 | 416 | 16 |
| Community Librarian | 6 | 5 | 4 | 5 | 2 | 3 | 3 | 4 | 1 | 416 | 16 |
| Comm. Relations & Devel. Assist. | 6 | 4 | 4 | 2 | 2 | 3 | 2 | 4 | 1 | 352 | 13 |
| Data Entry Clerk | 3 | 3 | 2 | 2 | 2 | 4 | 2 | 2 | 1 | 240 | 7 |
| Head. Acquisitions | 6 | 5 | 4 | 5 | 3 | 4 | 2 | 4 | 1 | 411 | 16 |
| Mending & Processing Clerk | 3 | 1 | 3 | 1 | 2 | 2 | 1 | 2 | 2 | I-if | 4 |
| Page | 1 | 1 | 1 | 1 | 3 | 2 | 1 | 2 | 1 | 125 | 1 |
| Receptionist | 4 | 4 | 3 | 1 | 1 | 3 | 3 | 4 | 1 | 305 | 10 |
| Reference Assistant | 6 | 4 | 3 | 2 | 2 | 3 | 3 | 4 | 1 | 352 | 13 |
| Senior Branch Assistant | 5 | 5 | 3 | 3 | 2 | 3 | 3 | 4 | 1 | 365 | 13 |
| Sr. Mending & Processing Clerk | 4 | 3 | 4 | 5 | 2 | 2 | 2 | 2 | 2 | 311 | 11 |
| Special Needs Assistant | 6 | 4 | 3 | 3 | 3 | 3 | 3 | 4 | 1 | 367 | 13 |
| Special Needs Supervisor | 6 | 5 | 4 | 5 | 3 | 3 | 3 | 4 | 1 | 421 | 16 |

SCHEDULE "C"
RECORD OF DISCUSSION FORM

FOR OFFICE USE: _____

File No.: _____

Job Code: _____

Number: _____

Date of Discussion: _____

EMPLOYEE'S NAME: _____

CONTACT SUPERVISOR: _____

JOB TITLE: _____

DEPARTMENT: _____

DEPARTMENT: _____

EMPLOYEE'S CONCERN: _____

PRESENT AT DISCUSSION: _____

EMPLOYEE (Signature)

UNION (Signature)

UNION'S DECISION:

_____ AGREE

_____ DISAGREE

DATE OF DECISION: _____

REASONS: _____

INCUMBENT:

_____ AGREE

_____ DISAGREE

DECISION REFERRED:

REQUEST FOR REVIEW NO: _____

DATE: _____

FURTHER DISCUSSION: _____

DATE: _____

DISTRIBUTION ACKNOWLEDGED:

NOTE:

Incumbent

Where further discussion is decided, a **further** Record of Discussion form should be completed for each meeting

MEETING NO.: _____

Union

DATE: _____

Joint Evaluation Committee

SCHEDULE "C"
ADVICE OF DECISION

FOR OFFICE USE: _____

File No.: _____

Job Code: _____

Number: _____

EMPLOYEE'S NAME:

DATE RECEIVED BY
COMMITTEE: _____

JOB TITLE:

REQUEST FOR REVIEW NO.: _____

DEPARTMENT:

DECISION:

REASON:

RECOMMENDATIONS:

AGREEMENT:

____ YES ____ NO

REFERRED TO ARBITRATOR:

DATE: _____

DATE: _____

SCHEDULE "C"
REQUEST FOR REVIEW FORM

FOR OFFICE USE: _____

File No.: _____

Job Code: _____

Number: _____

EMPLOYEE'S NAME:

RATING CLASSIFICATION:

JOB TITLE:

DATE OF REQUEST FOR
REVIEW:

DEPARTMENT:

CONTACT SUPERVISOR:

STATEMENT OF EMPLOYEE'S CONCERNS:

UNION:

JOINT REVIEW REQUIRED:

DATE OF
INTERVIEW:

ACCEPTED _____

YES _____

REJECTED _____

NO _____

DATE REVIEW
COMPLETED:

Job Evaluation
Committee Member

Date

SETTLEMENT RECOMMENDATION:

UNION:

SIGNATURE _____

LIBRARY:

SIGNATURE _____

RATING COMMITTEE DATE: _____

ADVICE OF DECISION
DATE: _____

COMMENTS:

SCHEDULE "C"
ADVICE OF RATING FORM

FOR OFFICE USE: _____

File No.: _____

Job Code: _____

Number: _____

EMPLOYEE'S NAME: _____

JOB TITLE: _____

Effective Date: _____

DEPARTMENT: _____

JOB RATING:

| FACTOR | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------|---|---|---|---|---|---|---|---|---|----|
|--------|---|---|---|---|---|---|---|---|---|----|

DEGREE

POINTS

TOTAL POINTS: _____ RATING CLASSIFICATION: _____

_____ This is to advise that the existing job date (above) has been revised as follows:

_____ This is to advise that the rating for the job to which you have been appointed is as follows:

_____ This is to advise that the joint evaluation committee has made no change to the rating of this job

For more detailed information consult with your job evaluation committee

NEW OR REVISED DATA

JOB TITLE: _____

JOB CODE: _____

DEPARTMENT: _____

EFFECTIVE DATE: _____

| FACTOR | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------|---|---|---|---|---|---|---|---|---|----|
|--------|---|---|---|---|---|---|---|---|---|----|

DEGREE

POINTS

TOTAL POINTS: _____ RATING CLASSIFICATION: _____

COPIES SENT TO:

_____ UNION

DATE: _____

_____ INCUMBENT

SCHEDULE "C"

JOB EVALUATION MAINTENANCE PROCEDURE

1. It shall be the responsibility of the Library to prepare a Job Description whenever a job is created or whenever the duties and/or demand of a job change to the degree that the documentation or rating does not adequately reflect the job.
2. When there is an incumbent in the job s/he shall be given an opportunity, before the rating is implemented, to review the job description and to discuss their adequacy in portraying the job facts.

When the incumbent has reviewed the Job Description, s/he shall be asked to sign it to indicate that s/he has had the opportunity to review it.

His/her **signing** the Documents shall not, however, **nullify** the Union's or incumbent's right to **question the** description, specification or rating after implementation nor shall it be construed as the incumbent having the right to structure his/her job.

3. The Library shall proceed with implementation. The Job Documents (showing the rating) shall be forwarded to the Union immediately upon **finalization**, whether there is an incumbent in the job or not. Implementation of the rating includes handing the incumbent his/her advice of rating. The Library shall provide the incumbent with an Advice of Rating form as of the effective date of appointment or upon settlement of a challenge.
4. Following implementation, the Union may discuss Job Documents and Ratings with the Library. Unresolved differences of opinion shall be referred to the Joint Evaluation Committee for resolution.

NOTE: It is permissible for the Library and the Union to discuss the rating of a job prior to implementation.

Changes to the rating of an existing job in which there is no change in job content must first be referred to the Joint Evaluation Committee.

SCHEDULE "C"
CHALLENGE PROCEDURE

Challenge Procedure-General

An incumbent may question the adequacy of the Job Description and/or Specification, and/or the application of the Rating Scale, if in his/her opinion they do not reflect the job being performed.

Whenever an incumbent is concerned about the above matters, s/he must first refer them to the Union. The Union will discuss the matter with the incumbent.

Cases which the Union rejects shall require no Library action.

Cases which the Union accepts shall be forwarded to the Joint Evaluation Committee for resolution in accordance with its responsibilities.

At this time the Record of Discussion form shall be initiated by the Union and communicated to the Joint Evaluation Committee.

The Joint Evaluation Committee shall meet within fifteen (15) working days of receipt of the Record of Discussion form. This time limit may be extended, if necessary, by mutual agreement between the Library and the Union.

It is mutually agreed by the Parties hereto that the intent of the above noted time limits is to ensure that the foregoing matters are processed promptly.

The above procedures in no way prevent the Union or Library submitting problems concerning Job Descriptions and/or Ratings for jobs to the Joint Evaluation Committee for resolution in accordance with its responsibilities.

Retroactivity

When a Rating Classification is changed by the foregoing process, it shall be implemented retroactively to the date when the increased job demands and responsibilities were instituted or undertaken.

Availability of Job Documents

The job description and specification for his/her own job, as well as those for other jobs covered by the plan in his/her work unit, shall be available to each incumbent through the Library or through the Union.

SCHEDULE "C"

JOINT EVALUATION COMMITTEE

Authority

The Joint Evaluation Committee is to act as the authoritative body in accordance with the responsibilities as set out hereunder.

Responsibilities

1. The Joint Evaluation Committee shall determine the rating for the job using the Job Evaluation Manual (Schedule "B").
2. Establish, review and confirm or revise the Rating, and ensure the compatibility of the Job Descriptions and the Rating for individual jobs using the Job Evaluation Manual (Schedule "B").
3. Review the Rating of a sampling of jobs selected by the Committee and, as deemed necessary by the Committee, for the purpose of ensuring that internal **relativities** are being maintained.
4. Resolve problems concerning the adequacy of Job Documents and/or application of the Rating Scale for individual jobs which have been referred to the Committee by either the Library or the Union.
5. Resolve challenges for individual jobs which have been referred to the Committee by the Union, by the process of ensuring that Job Documents are adequate and by use of such documents in conjunction with the Rating Scale and Rating Manual.

NOTE: As it becomes evident through the performance of responsibilities (2), (3), (4), and (5), the Committee shall advise the Library of the need to revise Job Documents.

6. Resolve problems concerning the effective date and/or the period of time during which a particular Rating shall apply as may be required during the processing of challenges.
7. Interpret the Rating Scale of the Job Evaluation Plan.
8. In the event that the Committee identifies a problem not covered within the above responsibilities and which has a direct bearing on Job Evaluation, it shall be referred through the Committee to the Library and the Union.
 1. Make recommendations to the Library and the Union regarding changes to the Rating Scale, and Rules of Application, Job Evaluation Manual, and Definitions.
 2. Make recommendations to the Library and the Union regarding changes to Job Evaluation Procedures.
9. When agreement cannot be reached by the Joint Job Evaluation Committee, the matter shall be referred to Arbitration for final and binding decision.
10. In the event a position is **re-evaluated** downwards, for as long as an incumbent continues to occupy the position, s/he shall suffer no reduction in his/her rate of pay by virtue only of a re-evaluation downwards and shall receive general pay increases and increments to which s/he would otherwise have been entitled, PROVIDED THAT at any time following the date when his/her position was **re-evaluated**, then notwithstanding such **re-evaluation** the Library may unilaterally promote such incumbent to any other vacant position for which s/he is qualified and which is evaluated at substantially the same level as his/her position was formerly.

NOTE: When majority agreement cannot be reached by the Joint Evaluation Committee, on matters involving the adequacy of Job Descriptions and Specifications and/or the interpretation and applications of the Job Evaluation Rating Scale, the matter shall be referred to the Joint Evaluation Committee procedure for resolution.

Arbitration

The selection and subsequent appointment of an Arbitrator shall be by mutual agreement between the Library and the Union. No person shall act as an Arbitrator who has any financial interest in the matters coming before him or who is acting, or has within a period of six (6) months preceding the date of his/her appointment, acted as a solicitor, counsel or agent of either of the Parties.

The cost of his/her remuneration and his/her personal expenses shall be shared equally by the Library and the Union.

Whenever the Parties fail to agree on a single Arbitrator, the matter may be referred to the Arbitration Procedure in the Collective Agreement.

Arbitration Hearing

1. Representatives of both the Library and the Union shall be in attendance to present their respective cases. In addition to this, the Arbitrator shall have the right to call other parties as he deems necessary; e.g. immediate Supervisor, the Job Incumbent, Members of the Joint Evaluation Committee, Stewards, etc. If additional information is necessary, this also can be requested by the Arbitrator and shall be supplied by the respective Parties.

2. Documents

The documentation provided the Arbitrator shall be the normal documentation; for example: Job Descriptions and Specifications, Request for Review forms, Record of Discussion forms, Advice of Rating forms and copies of all other pertinent documents required.

3. Communicating Decisions

The Arbitrator's decision shall be communicated as follows:

(a) The Arbitrator shall advise the Joint Evaluation Committee of his/her findings.

(b) The Joint Evaluation Committee shall take the following steps:

1. Write to the President of the Union and to the Library and to the Incumbent advising them of the findings and attaching a copy of the Arbitrator's report and an Advice of Decision form.
2. When necessary, new or revised Job Documents shall be prepared and an Advice of Rating form shall be issued by the Library.

SCHEDULE "D"

DEFINITIONS FOR JOB EVALUATION

| | |
|-------------------|---|
| JOB/POSITION | A group of duties assigned to and performed by an individual. |
| INCUMBENT | Is an employee in a job included in the Collective Agreement. |
| JOB ANALYSIS | Is the process of determining (by observation and study) and recording the pertinent information relating to a job. It is the determination of the tasks and duties which comprise a job, and of the skills, efforts, responsibilities and working conditions required. |
| TASK | Is created whenever human effort must be exerted for a specific purpose. |
| DUTY | Comprises a number of tasks. |
| JOB SPECIFICATION | A written statement of the knowledge, skill, effort, responsibility and working conditions required of the incumbent in the performance of a job. It records the substantiating data for the degree levels assigned to each factor for all new or changed jobs. |
| JOB DESCRIPTION | A written statement of information which clearly and completely defines the nature and scope of the job's tasks and duties. |
| JOB EVALUATION | Is the complete procedure of determining the rating for an individual job in relation to other jobs in the organization covered by the plan. It begins with Job Analysis to obtain job information, carries on through the preparation of a job description and specification, and involves the process of relating the job to other jobs by means of the rating scale. |
| FACTOR | All jobs are measured by four main requirements, namely: skill, responsibility, effort and working conditions. The means of measuring the requirements is by selected job characteristics called factors. Each factor deals with an important compensatory job characteristic, which is present to some degree in, and which contributes to, the worth of all jobs being covered by the plan. |
| FACTOR VALUE | Is the value allocated to each factor in accordance with the agreed upon amount that it contributes to the worth of the type of jobs covered by the plan. |
| DEGREE LEVEL | Each factor is broken down into degree levels ranging from the least measurable amount of the factor required in a job to the greatest measurable amount required. |
| POINTS | Are allocated to each factor, proportionate to the factor value. These points are further distributed by allocation to degree levels for each factor. |

| | |
|-----------------------|--|
| TOTAL POINTS | Are the total of degree level points for each individual job as determined under each factor. |
| RATING (noun) | Is the degree level of a factor, or the total points established for an individual job. |
| RATING (verb) | Is the process of relating the facts contained in the job description to the rating scale and selecting the factor degree levels judged to be appropriate. |
| RATING CLASSIFICATION | Is a numerical designation which relates a range of total points to the respective pay grades as shown in Schedule "A". |
| PAY GRADE | Is the dollar worth, negotiated by the Collective Bargaining, for a Rating Classification and is shown in Schedule "A" for jobs covered by the plan, as a range of dollars. |
| RATE | Is the actual dollars paid to an employee in accordance with Schedule "A". |
| RETROACTIVITY | Is the difference in rate between that which the incumbent has received and that which s/he should have received for a given period of time. |
| RELATED DUTIES | This entry acknowledges the fact that examples listed are typical of the work but not an exhaustive statement of all tasks performed by the class. |
| RATING SCALE | Is the measuring device of the plan comprised of selected factors and their allocated values. |
| JOB STATEMENT | Is a written statement of the function, responsibilities, duties, operations, methods, kinds of authority, equipment used and other essential facts about a job as well as a written statement of the skill effort, responsibility and working conditions required of the incumbent in the performance of a job. It is a combination of the Job Description and Job specification which is used on Job Postings. |
| JOB DOCUMENTS | Are the Job Analysis, Job Description and Job Specification. |
| ADVICE OF RATING FORM | Is the form issued to an incumbent by management at the time of appointment or job change, or issued to an incumbent by the Joint Evaluation Committee when changes are made to the incumbent's title, job rating, or change in pay grade, but excluding salary schedule adjustments. |
| RULES OF APPLICATION | Are developed by the Joint Evaluation Committee to serve as aids in the interpretation of the factor definitions and degree level definitions, as contained in the rating scale. |

SCHEDULE 'E'

LONG TERM DISABILITY PLAN DETAILS

Disability Benefit Amount:

60% of monthly earnings to a maximum monthly benefit of \$2,500.

Elimination Period:

Six (6) Months.

Offset (Integration) Rules:

Directly offset by **CPP** (primary) and **WCB**, further reduced if income from all sources exceeds eighty percent (80%) of pre-disability earnings.

Definition of Disability:

Inability to perform the employee's own occupation for two (2) years; any occupation thereafter.

Maximum Benefit Duration:

Age 65.

Recurrent Disabilities:

Six (6) months.

Rehabilitation income Coordination:

Benefits reduced if income from all sources including rehabilitation exceed one hundred percent (100%) of pre-disability earnings.

Pre-Existing Conditions Exclusion:

No benefits are payable for disabilities which exist at the effective date of coverage unless the employee was three (3) months without treatment prior to coverage or after twelve (12) months insured.

Special Exclusions and Limitations:

- *War, Insurrection, Participation in a Riot, etc.*
No benefits payable.
- *In ten tionally Self Inflicted Injuries, Suicide*
No benefits payable.
- *Maternity Leave*
No benefits payable during the maternity leave.
- *Mental, Nervous, Psychological, Emotional Disorder, etc.*
No benefits unless medical treatment by a specialist (psychiatrist), unless it is the opinion of the insurance company a specialist in psychiatry is not required to provide the necessary treatment.
- *Alcohol, Drug Abuse*
If a disabled employee is undergoing an approved rehabilitation program, LTD benefits are payable.
- *Criminal Offence*
No benefits if employee is disabled while committing or attempting to commit an offence.

LETTER OF UNDERSTANDING (1)

between

**SURREY PUBLIC LIBRARY BOARD
("The Library")**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 402-02
("The Union")**

The Library agrees to provide to the Union a list of all Casual Employees up to March 10, 1980. The negotiators will then settle all issues of Casual Employees in excess of three (3) calendar months as provided in Article 2, Clause 2.6 prior to signing of the Collective Agreement.

The Letter of Understanding shall form part of the Collective Agreement in effect.

- (1) Casual Employees shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment in accordance with Clause 2.6 above.
- (2) Casual Employees in applying for a Regular Employee category shall accumulate seniority from date of hire as a Casual Employee.
- (3) The length of service as a Casual Employee shall only be recognized in accordance with subsection (2) above.
- (4) That where a Casual Employee is the successful applicant to a Regular Employee category, seniority shall be in accordance with Article 9, Clause 9.10.

Signed this 17th day of October 1984.

Original signed by:

FOR THE LIBRARY:

Bruce Wilson
CHAIRMAN

Stan Smith
CHIEF LIBRARIAN

FOR THE UNION:

Mildred Jenkinson
CHAIRPERSON

James LeMaistre
CUPE 402

LETTER OF UNDERSTANDING (2)

between

SURREY PUBLIC LIBRARY BOARD
("The Library")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 402-02
("The Union")

AGREE TO RECOMMEND TO THEIR RESPECTIVE PRINCIPALS THE FOLLOWING:

It is agreed, subject to ratification by the Parties, that employees listed below shall receive, on an incumbency basis, in addition to the general increase an extra ten (10) cents per hour, effective 23:59 hours, 31 December, 1978.

Sharon Ward

N.B. It is understood between the Parties that incumbency shall be for the remaining period of employment of the employees listed above and covered by the Collective Agreement.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENCE on this 17 day of October, 1984, that this Letter of Understanding shall form part of the Collective Agreement in effect during the period of January 1, 1983, to and including December 31, 1984, between the Parties.

SEALED WITH THE SEAL OF
SURREY PUBLIC LIBRARY AND
SIGNED IN THE PRESENCE OF
ITS PROPER OFFICERS:

SEALED WITH THE SEAL OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION 402 -
LIBRARY WORKERS AND SIGNED
IN THE PRESENCE OF ITS
PROPER OFFICERS:

Original signed by:

Bruce Wilson
CHAIRMAN

Mildred Jenkinson
CHAIRPERSON

Stan Smith
CHIEF LIBRARIAN

James LeMaistre
CUPE 402

LETTER OF UNDERSTANDING (3)

between

**SURREY PUBLIC LIBRARY BOARD
("The Library")**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 402-02
("The Union")**

It is agreed and understood between Representatives acting on behalf of the Surrey Public Library and Representatives acting on behalf of Local Union 402 - Library Workers of the Canadian Union of Public Employees that in each calendar year those "Casual Employment" Employees who have not worked in six (6) calendar months prior to and including December 31st in each calendar year shall be removed from Casual Employees' seniority list and terminated.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENCE on this 13 day of December, 1985, that this Letter of Understanding shall form part of the Collective Agreement in effect during the period of January 1, 1985, to and including December 31, 1985, between the Parties.

SEALED WITH THE SEAL OF
SURREY PUBLIC LIBRARY AND
SIGNED IN THE PRESENCE OF
ITS PROPER OFFICERS:

SEALED WITH THE SEAL OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL UNION 402 -
LIBRARY WORKERS AND SIGNED
IN THE PRESENCE OF ITS
PROPER OFFICERS:

Original signed by:

Glennis Zilm
CHAIRMAN

Mildred Jenkinson
CHAIRPERSON

Stan Smith
CHIEF LIBRARIAN

Beverley Gustason
SECRETARY

LETTER OF UNDERSTANDING (4)

between

SURREY PUBLIC LIBRARY BOARD
("The Library")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 402-02
("The Union")

1. It is understood and agreed between the Library and the Union that this Letter of Understanding shall be in full force and effect in accordance with Article 28 of the Collective Agreement.

2. Article 22 - Technological Change

It is agreed that existing clauses 22.2 and 22.3 will be replaced by the following:

22.2 Displacement

No CUPE Local 1698 employee who transferred from the Fraser Valley Regional Library to the Surrey Public Library on March 17, 1983, or any employees hired by the Surrey Public Library Board from that date to the signing of this Memorandum of Agreement will be dismissed by the Library because of **mechanization** or technological change.

Regular employees, other than those mentioned above, displaced by technological change will have an opportunity for:

- (a) retraining with no reduction in normal earnings; or
- (b) transfer to another position with no reduction in normal earnings; or
- (c) severance pay on the basis of length of service and classification.

The choice of the above shall be by mutual agreement between the Parties.

22.3 Training Program

In the event that the Library should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such regular employees shall have the opportunity for retraining for a mutually agreed length of time.

3. Article 23 - Job Security

It is agreed that the existing clause will be replaced by the following:

No CUPE Local 1698 employee who transferred from the Fraser Valley Regional Library to the Surrey Public Library on March 17, 1983, or any employees hired by the Surrey Public Library Board from that date to the signing of this Memorandum of Agreement will be laid-off as a result of the Library contracting out work or services performed by members of the Bargaining Unit on or before the date of this Memorandum of Agreement.

Signed this 20th day of August 1984.

Original signed by:

FOR THE UNION:

Mildred Jenkinson

Jan Parker

James LeMaistre

Donna DeVos

FOR THE LIBRARY:

M. Jones

Stan Smith

W. Eccleston

John Collison

LETTER OF UNDERSTANDING (5)

between

**SURREY PUBLIC LIBRARY BOARD
("The Library")**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 402-02
("The Union")**

Notwithstanding the terms in the Collective Agreement, the following shall apply with respect to the provision of Library Branch service on Sundays.

1. Sunday opening may be from January through December. (Amended March 13, 1992)
2. Regular employees will not be required to work Sundays but will be given the first opportunity to work available Sunday work positions and will be paid at a premium rate of time and one half (1-1/2 T) of the regular rates for the Sunday work positions.
3. Casual employees will be paid at straight time, plus a premium of fifty cents (50¢) per hour for all hours worked on a Sunday.
4. Hours worked on Sundays by regular employees shall not be used in calculating seniority.
5. Hours worked for Sunday openings shall not be used in calculating overtime.

Signed this 17th day of September 1986.

Original signed by:

Representatives for the
CUPE Union Local 402-02:

Mildred Jenkinson

Shirley Wilson

Jan Parker

Mike Kramer

Representatives for the
Surrey Public Library Board:

Stan Smith

George Samson

William Eccleston

Mike Jones

John Collison

LETTER OF UNDERSTANDING (6)

between

**SURREY PUBLIC LIBRARY BOARD
("The Library")**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 402-02
("The Union")**

RE: ARTICLE 12.4 - CALL OUT

It is understood and agreed that:

Employees who accept hours in addition to their regularly scheduled hours will not normally be entitled to call out pay for those hours.

Call out pay will only apply if a specific employee is required to attend at the branch in an emergency situation OR outside of normal library hours (including Sunday).

Call out must be authorized by a Management representative and the employee so informed at the time of contact.

Signed this 8th day of September 1988.

Original signed by:

FOR THE UNION:

Donna DeVos

Mildred Jenkinson

Jan Parker

FOR THE LIBRARY:

Stan Smith

Ilna Rule

LETTER OF UNDERSTANDING (7)

between

**SURREY PUBLIC LIBRARY BOARD
("The Library")**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 402-02
("The Union")**

**RE: EARLY BRANCH CLOSURE ON
CHRISTMAS EVE AND NEW YEAR'S EVE**

The Library and the Union agree that, for the duration of this contract the Library branches will close as follows:

Christmas Eve 2 p.m.

New Year's Eve 5 p.m.

Signed this 13th day of March 1992.

Original signed by:

FOR THE UNION:

Mildred Jenkinson

Donna DeVos

Wendy Friesen

Bernie Schneider

FOR THE LIBRARY:

George Samson

Stan Smith

William Eccleston

Ilona Rule

Sheila Wallace

Joan Deeks

LETTER OF UNDERSTANDING (8)

between

**SURREY PUBLIC LIBRARY BOARD
("The Library")**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 402-02
("The Union")**

It is agreed that all Pages and Casual employees existing on the Payroll as of signing this Memorandum of Agreement who are currently receiving benefits will continue to receive such benefits.

Date: December 12, 1995

Original signed by:

For the Union:

Wendy Friesen

Robert Cunningham

Lorna Cooke

Jeff Thompson

For Surrey Public Library Board:

Stan Smith

Sriani Fernando

Carol Elder

Dave Collins

Michael Ho

William Eccleston

LETTER OF UNDERSTANDING (9)

Between

SURREY PUBLIC LIBRARY BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES,

Local 402-02 Library Workers

Re: PAGE SENIORITY

- 1) The Parties agree that Pages employed prior to the date of ratification (March 26, 1998) shall be entitled to their accumulative seniority for the purposes of applying for posted positions as well as shift preference.
- 2) The effect of this is to create a 'grandparented' group of employees who have seniority rights greater than T.D. employees.
- 3) Employees hired as Pages on or after the date of ratification of the current Collective Agreement shall accumulate and exercise seniority only for the purpose of shift preference pursuant to Article 2.7 of the Agreement.
- 4) This agreement shall be effective the date signed below.
- 5) The Union will withdraw all issues and grievances related to this issue filed prior to the date of signing.

Signed this 2nd day of December 1998.

Original signed by:

For the Library:

For the Union:

Stan Smith

Robin Jones

Carol Elder

Shauna Kovach

Michael Ho

LETTER OF UNDERSTANDING (10)

between the

SURREY PUBLIC LIBRARY BOARD
("the Library")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-02
("the Union")

RE: "POOL EMPLOYEES"

The Union and the Library recognize it is in their mutual interests to establish a pool of employees to work in positions other than their assigned positions. Therefore, the Parties agree to establish a pilot project to allow qualified "pool employees" to have access to certain temporary work.

The Parties agree as follows:

1. During this pilot project, the Library shall assign temporary work in the manner provided for on the attached Schedule. The Library will assign temporary work to those qualified employees in the pool on a rotational basis by seniority.
2. This pilot project shall continue for one year. Following that, either Party may give sixty (60) days notice to cancel the pilot project, or the Parties may enter into an amended Letter of Understanding to continue it.
3. During the one (1) year period, if either Party believes there are problems with the pilot project, the Parties will attempt to resolve them.

Signed this 20th day of July 1999.

Original signed by:

For the Union:

For the Library:

Eileen McMillan

Stan Smith

Wendy Friesen

Michael Ho

Shauna Kovach

LETTER OF UNDERSTANDING (11)

between the

SURREY PUBLIC LIBRARY BOARD
("the Library")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-02
("the Union")

RE: JOB EVALUATION

1. The Union and the Library declare their intent to replace Schedules "B", "C" and "D" with a new joint job evaluation system based on a gender neutral job evaluation plan by July 1, 2001.
2. A Committee shall be composed of up to three (3) representatives of each Party to discuss and seek agreement on an updated plan and maintenance procedure. The Parties shall review the CUPE Gender Neutral Job Evaluation Plan in their discussions.
3. The Committee shall make recommendations to the Bargaining Committee of each Party and, if the Bargaining Committees agree, the Committee's recommendations shall form the new Job Evaluation Plan.
4. Until such time as a new Job Evaluation Plan is agreed to, the provisions of Article 19 of the 1997-1999 Collective Agreement and the provisions of the current plan shall apply.
5. If the Parties do agree to a new Job Evaluation Plan, the Children's Assistant and Branch Assistant classifications shall be the first to be evaluated under the new plan, and any wage adjustments that result from those evaluations shall be retroactive to January 1, 2000.

Agreed this 26th day of April 2000.

For the Union:

Wendy Friesen

Eileen McMillan

Bob Cunningham

Shaheen Kamadia

For the Library:

Stan Smith

Margaret Ostrom

Michael Ho

Jennifer Brajcich

LETTER OF UNDERSTANDING (12)

between the

SURREY PUBLIC LIBRARY BOARD
("the Library")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-02
("the Union")

RE: JOINT HEALTH AND SAFETY COMMITTEE

The Union and the Library agree to jointly apply to the Workers' Compensation Board for an order pursuant to Section 126(b) of the *Workers' Compensation (Occupational Health and Safety) Amendment Act, 1998*, that there should be one joint health and safety committee for the Surrey Public Library.

Agreed this 21st day of November 2000.

For the Union:

For the Library:

Shirley Mathieson

Stan Smith

Eileen McMillan

Jeff Mat-wick

Wendy Friesen

Michael Ho

Shauna Kovach

Jennifer Braicich

Brian Men-weather

LETTER OF UNDERSTANDING (13)

between the

**SURREY PUBLIC LIBRARY BOARD
("the Library")**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-02
("the Union")**

It is agreed that all Pages not grandparented with seniority rights be paid at straight time, plus a shift premium for all hours worked on a Sunday.

Agreed this 18th day of May 2001

For the Union:

Shirley Mathieson

Eileen McMillan

Wendy Friesen

Bob Cunningham

For the Library:

Beth Barlow

Jeff Marwick

Michael Ho

Jennifer Braicich

Brian Merryweather