

COLLECTIVE AGREEMENT

BETWEEN

POWELL RIVER PUBLIC LIBRARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798

January 1, 2004

to

December 31, 2007

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THIS AGREEMENT made this 28th day of March A.D., 2008

BETWEEN THE: -

POWELL RIVER PUBLIC LIBRARY

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND THE: -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain existing harmonious relationships between the Employer and the employees and to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit;

AND WHEREAS the parties to the second part have formed a Union, hereinafter called the "Union";

AND WHEREAS the Employer recognizes the Union as the sole agency for collective bargaining for all the Powell River Public Library employees for whom the Union has been certified as bargaining authority under the Labour Code of British Columbia;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, AGREE EACH WITH THE OTHER **AS** FOLLOWS:

ARTICLE 1 - DEFINITIONS

1.01 Employee:

means any person defined as such by the <u>Labour Relations Code of British</u> <u>Columbia</u> who is employed by the employer save and except those persons excluded from the bargaining unit by the Labour Relations Board or by mutual agreement of the parties.

1.02 Regular Full-Time Employee:

is an employee who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule as defined in Article 16.01.

1.03 Resular Part-Time Employee:

is an employee who has successfully completed the requirements of the probationary period and who works a regular weekly schedule that is less than full-time as defined in Article 16.01.

1.04 Casual Employee:

- (a) Casual employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
 - (1) relief of a regular employee on vacation leave, sick leave, maternity leave, long-term disability of less than one year duration, workers' compensation of less than one year duration, compassionate leave, education leave or other leaves,
 - (2) non-repetitive projects of less than one year duration. However, in the event the project employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.02 or 1.03 above.
 - (3) work of an emergency nature,
- (b) Casual employees include all Pages and Student Assistants.

1.05 Probationary Employee:

is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 14.02(d).

1.06 Regular Part-Time Employee Benefits

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

- (a) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked.
- (b) Regular part-time employees whose regularly scheduled hours are less than 17.5 hours per week shall not be eligible for Medical Insurance and Dental Plan benefits. Such employees may elect to be paid the percentage in lieu of benefits set forth under article 1.07 – by electing to take this percentage, the employee forfeits all health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits.

1.07 Employees - Pay in Lieu of Benefits

In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, casual employees will receive eleven (11) percent of their gross wage earnings.

1.08 Plural or Masculine Terms

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the Employer to manage its affairs and operations and to direct its working forces including the right to hire, suspend, discharge, promote, demote, discipline, layoff or transfer any employee, and the right to determine job content, evaluate jobs and

assign work, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement, subject to the provisions of Article 10.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Negotiations

It is mutually agreed between the parties hereto that in any negotiations for the renewal or revision of the Agreement, the representatives appointed by each side shall not exceed five (5) members per side around the conference table.

3.02 Work of the Bargaining Unit

- Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, EXCEPT for purposes of instruction, experimenting, or in emergencies when regular employees are not available, AND PROVIDED that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.
- (b) Notwithstanding the above, the Chief Librarian may perform bargaining unit duties on an intermittent basis, provided that this only occurs on a supernumerary basis. The Chief Librarian may also work a regular shift on a reference desk, should the Employer choose to establish one.

3.03 No Other Agreements

Except with the unanimous approval of the employee, the Employer and the Union, no employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which may conflict with the terms of this Agreement.

3.04 Bargaining Unit

The Employer recognized the Canadian Union of Public Employees and its Local 798 as the sole and exclusive collective bargaining agent for all of its employees save and except those specifically excluded by the Labour Relations Board of British Columbia, or excluded by agreement of the parties, 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.

ARTICLE 4 - NO DISCRIMINATION

4.01 Union Activities

There shall be no discrimination against members of the Union because of their activities within the Union.

4.02 Union Label, Pins and Badges

Employees shall be permitted to wear Union pins and badges provided such pins or badges are not objectionable or excessive.

In order that the general public shall be aware of the benefits of a Unionized service, the CUPE Local 798 Union Label shall be displayed as prominently as possible. The Building of the Employer shall bear the Union Label, Other uses of the Union Label shall be by agreement of the Labour-Management Committee.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment,

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Deductions

(a) The Employer shall deduct from every employee any monthly dues or initiation fees in accordance with the Union constitution and bylaws and the Employer must have, in its possession, an agreement signed by every employee giving the Employer permission to make such deductions.

(b) Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.

6.02 <u>Dues Receipts</u>

When producing the Income Tax (T-4) slips, the Employer shall include the amount of Union dues paid by each Union member in the previous year on such Income Tax slips.

ARTICLE 7 - EMPLOYER & UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union security and dues check-off.

7.02 <u>Interviewing Opportunity</u>

A representative of the Union shall be given an opportunity, at a time convenient to the Employer, to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first (1st) month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS

8.01 Labour-Management Committee

- (a) A Labour-Management Committee shall be established consisting of not more than three (3) representatives of the Employer (including the Chief Librarian) and not more than three (3) representatives of the Union,
- (b) All and any matters of mutual concern pertaining to work, operational problems, conditions of employment and harmonious relations (excluding Collective Agreement negotiations) shall be

referred to this Committee for discussion and recommendations. Either party may request that a meeting be convened, bringing the matters of discussion to the Chief Librarian in an attempt to resolve them in a timely manner before referring them to the Labour-Management Committee. Should the matters not be resolved the Chief Librarian shall notify the parties of the time and place for a Labour-Management Committee meeting-

8.02 Time Off For Meetings

- Shop Stewards, Local Union Officers or the grieved party, not more than two (2) at any time, shall be permitted to leave their job up to fifteen (15) minutes approximately to discuss a specific grievance or to investigate a specific circumstance giving rise to a grievance during working hours, PROVIDED they notify their supervisor of where they are going AND PROVIDED they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.
- (b) It is agreed that it is not the purpose of this provision to give Stewards and Officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances and the Employer has access to the grievance procedure if it feels this provision is being abused.

8.03 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

8.04 <u>Meeting of Committee</u>

In the event either party wishes to call a bargaining meeting, 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.

8.05 Time Off For Meeting

Any representative of the Grievance or the Bargaining Committees, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

8.06 Staff Meetings

Staff meetings shall be held at least monthly with all regular staff scheduled to attend. Notice of meetings to be posted one (1) week prior.

ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

9.01 Reports or Recommendations

The Employer agrees that any reports or recommendations by the Employer dealing with matters affecting its employees will be communicated to the Union prior to a decision being made by the Employer. The Union will be given ten (10) calendar days to consider the reports or recommendations and discuss them with the Employer, if necessary.

9.02 Copies of Resolutions

The Employer shall notify the Union and give a copy to the Library Unit Shop Steward or alternate, in writing, within ten (10) calendar days of the adoption of any policy or regulation that affects the members of the Union.

9.03 Board Minutes

The Union shall be included on the distribution list for regular Library Board meeting agendas and minutes of Library Board meetings with the exception of in-camera meetings. The Union may submit written submissions on agenda items, which affect employees within the bargaining unit. The Union may submit a request to speak to agenda items, which affect employees within the bargaining unit. Such request will be dealt with in accordance with the Library Board's established procedures.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Definition of Grievance

- (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- (b) All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or services, consistent with Workers' Compensation and other Government Statutes.

10.02 Procedure

- (a) Step 1: Within twenty-one (21) calendar days from the date of the incident giving rise to the grievance, or from the time the employee should reasonably have been aware of the incident giving rise to the grievance, the employee and a shop steward shall discuss the matter with the Chief Librarian. If an agreement is reached at this step, a joint report detailing the problem and agreed solution shall be submitted to the Employer and the Union.
- (b) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to the Chief Librarian, within fourteen (14) calendar days of the discussion provided at Step 1. The recipient shall meet with the employee and union grievance committee, or other representative of the Union, within fourteen (14) calendar days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and Management, within fourteen (14) calendar days of the last meeting at Step 2. Either party may be represented by a person employed by an organization to which it is affiliated at meetings held at this Step.

(d) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be made to the other party, in writing, within fourteen (14) calendar days of the last meeting held at Step 3.

10.03 Extension of time limits

The parties may, by mutual agreement in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed.

10.04 Grievance Committee

The Grievance Committee of the Union shall be composed of not more than three (3) employees.

10.05 Policy Grievance

Where a dispute involving a question of general application or interpretation of the Collective Agreement currently in place occurs, or where the Employer or the Grievance Committee of the Union believe an alleged grievance which would affect employees in general has arisen, such grievance shall be submitted under Clause 10.02, Step 3 above.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

- (a) A board of arbitration composed of a single arbitrator shall be formed to hear the grievance, unless either party advises that it wishes the grievance to be heard by a three person arbitration board. Either party shall notify the other in writing of the question(s) to be arbitrated. After such notice has been given, the parties shall have fourteen (14) calendar days in which to jointly select the Arbitrator.
- (b) In the case of a three-person board, each party shall, in addition to the jointly selected arbitrator, choose an additional arbitrator to sit on the board.

11.02 Failure to Appoint

Should the representatives fail to agree upon either the sole arbitrator in a one-person board or the Chairperson of the board in a three-person board within the fourteen (14) calendar day period, either party may request the Chairperson of the Collective Agreement Arbitration Bureau to appoint an Arbitrator/Chairperson.

11.03 Board Procedure

Within fourteen (14) calendar days following the Arbitration hearing, the Board shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all parties bound by this Agreement.

11.04 Decisions of the Board

When a settlement is reached at any stage of this procedure, such decision shall be final and binding on all parties.

11.05 <u>Disagreement on Decision</u>

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) calendar days.

11.06 Expenses of the Board

The expense and compensation of the jointly selected Arbitrator (or Chairperson) shall be shared equally between the parties. In the case of a three-person Board, each party shall also be wholly responsible for the expense and compensation of its own nominee to the board.

11.07 Section 103 of The B.C. Labour Code

If the grievance procedure has been unsuccessful in resolving a difference, the following provision shall be available as an alternative to Arbitration.

(a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, an individual

selected from the list of up to three (3) names, or a substitute agreed to by the parties, shall, at the request of both parties:

- 1. Investigate the difference,
- 2. Define the issue in the difference, and
- 3. Make a written Award to resolve the difference, within thirty (30) calendar days of the date of receipt of the request, and for those thirty (30) calendar days from that date, time does not run in respect of the grievance procedure.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Cause for Discharge

An employee may be disciplined, suspended or discharged, but only for just cause, by the Employer.

12.02 <u>Discharge or Suspension Procedure</u>

- (a) The following procedure shall apply before any employee is summarily dismissed or suspended for cause:
 - Any employee being dismissed or suspended under this Section shall be afforded the opportunity to appear before their department head with a Union representative to hear the reasons for their dismissal or suspension.
 - 2. When the Employer has dismissed or suspended an employee under this Section, a letter must be forwarded to the employee within two (2) working days of their dismissal with a copy to the Union stating the cause for the dismissal or suspension.
- (b) Letters of warning, suspension, dismissal or exoneration nature shall be forwarded, following completion of any investigation of charges, to the following:
 - 1. One (1) to the defendant,
 - 2. One (1) to the Union,
 - 3. One (1) to be retained by the Employer for filing.

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12.03 Unjust Suspension or Discharge

- (a) If an employee is dismissed for any reason and feels they have been unjustly dealt with they shall, before the expiration of the employee's second (2nd) working day after receipt of notice of dismissal, notify the Grievance Committee and the Chief Librarian in writing of their intention to file a grievance. This grievance shall then be dealt with as such.
- (b) If subsequently it is decided that the employee was unjustly dismissed they shall be reinstated in their former position and shall be compensated for the time lost at their regular rate of pay, or at such lesser amounts as may be agreed on or ordered by an Arbitration Board.

12.04 Reprimand

If an employee is reprimanded in writing for any reason and feels they have been unjustly dealt with, they shall before the expiration of the employee's second (2nd) working day after receipt of written reprimand, notify the Grievance Committee and the Employer in writing of their intention to file a grievance, and this grievance shall be dealt with as such.

12.05 Political Action

No employee shall be disciplined for participation in any action(s), off the Employer premises, called for by the C.L.C., C.U.P.E., B.C. Division of C.U.P.E. or the B.C. Federation of Labour and supported by the Local Union.

12.06 Access to Personnel Files

- (a) The employee shall have the right, at a mutually acceptable time, to have access to and review the employee's file.
- (b) After twenty-four (24) months time any disciplinary documents will be removed from the employee's personnel file and destroyed.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the Certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement, Seniority shall operate on a bargaining-unit-wide basis,

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year,

13.03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign in writing and do not withdraw within three (3) calendar days.
- They fail to return to work within fourteen (14) calendar working days following a layoff and after receiving notice by registered mail to **do** so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment shall result in termination. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept recall.

13.04 Job Phase-out

For the purpose of job phase-out overall seniority shall govern. An employee who is set back to a lower paid job because of job phase-out shall receive the rate of their regular job at the time of the set back for a period of three (3) months and for a further period of three (3) months they shall be paid an adjusted rate which shall be midway between the rate of their regular job at the time of the set back and the rate of their new regular job. At the end of this six (6) month period, the rate of their new regular job shall apply.

13.05 Probationary Employees

Except as required by law, probationary employees shall not be entitled to any employee benefits under this Agreement.

13.06 Casual Employee Seniority

- (a) Casual employees who are appointed as regular employees shall have their cumulative hours of work as a casual employee credited for purposes of regular seniority upon completion of the probationary period.
- (b) It is understood that this clause applies to seniority only and is in no way applicable to service for purpose of retroactive benefit entitlement, except vacation and sick leave entitlements.

13.07 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is temporarily transferred to a position outside of the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit for a maximum of six (6) months. When an employee returns to the bargaining unit, the employee shall be placed in the position held at the time of the transfer.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

(a) It is agreed that before filling any position within the scope of this Agreement, which may have a duration of three (3) months or more, notice thereof shall be posted in the Library and on all bulletin boards which are accessible to all employees for a period of seven (7) calendar days before such a position is filled.

Such posting shall contain the following information:

- Nature of position,
- Required knowledge, ability and skills,
- Wage rates or salary ranges.
- (b) The Employer agrees to forward a copy of such posting to the Union and to advise the Union of the name or names of the successful probationary applicant(s) within two (2) weeks of closing date for receipt of all applications.

14.02 Factors Considered in the Filling of Vacancies

- (a) Except as provided for in 14.02(b) and 14.04, the Employer shall appoint the senior qualified employee to a vacancy,
- (b) For vacancies for positions at the level of Library Technician or higher, the following factors shall receive equal consideration when filling posted vacancies: qualifications, experience, skill, ability and seniority. When these factors are equal among applicants for the position, the senior employee shall receive preference.
- (c) All determinations of qualifications, experience, skill and ability shall be made by the Employer.' Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (d) In any dispute pursuant to Subsection (c) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed **by** the successful applicant.

A regular employee applying for a posted vacancy who lacks the (e) formal educational or technical Certification required in the position shall not be rejected solely on that basis if he is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (a) above, he shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to his former position.

14.03 Trial Period

- (a) In the event an employee is promoted or transferred to a higher rated position, they shall be considered to be on probation for a period of not more than three (3) months. If at the end of the probationary period the employee is not considered satisfactory in the higher rated position, they shall be returned to their previous position without loss of seniority. It is agreed that the time mentioned herein may be extended by mutual agreement.
- (b) It is understood and agreed that in the event an employee is transferred from a special project to the regular staff, such employee shall be credited with the length of service on such special project.
- (c) New employees shall be considered to be probationary employees until they have been employed for six (6) calendar months.

14.04 Applications By Casual Employees

(a) Casual employees shall be eligible to apply for any vacancy posted under this article and filled on the basis of Article 14.02. Provided that the qualifications, experience, skill and ability of the casual

employee to perform the work in question are equal to that of another casual or an external applicant, the senior casual employee shall receive preference.

(b) Casual employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. A casual employee's hours worked shall be recognized as seniority for the purposes of this Article.

14.05 Notification to Employee and Union

Within seven (7) calendar days at the date of appointment to a vacant position covered by this Agreement, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work,

15.02 Layoff Order

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

15.03 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff, or award pay in lieu thereof.

15.04 Bumping

An employee about to be laid off may bump any employee with less seniority provided the employee is qualified for the position. Employees may bump laterally or downwards. Employees must indicate their bumping choice within fourteen (14) calendar days of receiving layoff notice.

15.05 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority.
- (b) It shall be the duty of each employee laid off to supply the Employer with their correct address and telephone number.
- (c) Employees laid off shall be required to return to work within a minimum of fourteen (14) calendar days after being notified by registered mail to do so. Any employee failing to report back within the required time shall be considered to have resigned and shall forfeit all seniority rights, unless through sickness or other proper cause agreed upon by the Employer and the Union.

15.06 Severance Pay

- (a) An employee who is laid off may elect to accept severance pay instead of retaining seniority pursuant to Article 15.05. The election must be made within fourteen (14) calendar days of receiving layoff notice. Severance pay shall be paid in accordance with the following schedule:
 - 1) More than one (1) year of service: two (2) week's wages.
 - 2) More than three (3) years of service: three (3) week's wages, plus one (1) additional week's wages for each additional year of service to a maximum of eight (8) week's wages.
- (b) When an employee elects to receive severance pay under this clause, all other rights under the collective agreement are terminated.

15.07 Retention of Seniority

Employees laid off shall retain their seniority for a period of twenty-four (24) months.

15.08 No New Employees

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

15.09 Temporary Lavoffs or Work Stoppages

This Article 15 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from causes reasonably beyond the control of the Employer.

ARTICLE 16 - HOURS OF WORK

16.01 Regular Work Week

The regular full-time work week shall consist of thirty-five (35) hours in five (5) consecutive days, Monday to Sunday inclusive.

16.02 Regular Work Day

The regular work day shall consist of seven (7) hours per day between the hours of:

- (a) 8:30 a.m. to 9:00 p.m., Monday through Friday.
- (b) 9:00 a.m. to 5:00 p.m. on Saturdays.
- (c) 1:00 p.m. to 5:00 p.m. on Sundays.

16.03 Minimum Daily Guarantee for Part-time Workers

Employees who work less than the regular hours noted in Clauses 16.01 and 16.02 above shall be scheduled so that no employee works less than four (4) hours in one (1) day, with the exception that **a** high school student reporting to work on a school day shall be scheduled for **at** least two **(2)** hours.

16.04 Extra Hours

Part-time employees, in order of their seniority, shall be accorded the first opportunity to work additional hours, and such hours shall include replacement for sickness or vacations, as and if required in accordance with Clauses 16.01 and 16.02, that become available. This may entail employees working on one (1) of their days of rest and is to ensure that

employees with the greatest seniority are given the opportunity to work the most hours.

16.05 Casual Hours

The Employer will not convert regular hours to casual hours.

16.06 Lunch Break

Employees shall be entitled to one-half (1/2) hour for lunch. This can be extended to one (1) hour by mutual agreement with the employee and the Chief Librarian, PROVIDED the employee has given two (2) hours notice. The extra one-half (1/2) hour shall be worked at the end of the working day and shall not be eligible for shift bonus or overtime. Employees working on Saturday who are required to remain on duty during their lunch break shall be paid for the time.

16.07 Rest Periods

It is agreed and understood that all staff shall be permitted a ten (10) minute rest period both in the first half of the shift and the second half of the shift. It is further agreed and understood that such periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged, and that there shall be a minimum of two (2) employees in the building at all times when the Library is open to the public.

16.08 Expanded Work Day/Week

Should the Employer desire to establish, at a future date for bonafide business reasons, expanded work days or expanded work weeks not otherwise outlined in the Collective Agreement, the Employer shall consult with the Union and reach agreement on hours of work and shift patterns.

ARTICLE 17 - OVERTIME

17.01 Overtime Rates

Overtime shall be paid on the following basis to all employees:

(a) Time and one-half (1-1/2x) for the first three (3) hours and double time (x2) thereafter.

- (b) Double time (2x) for hours worked on the employee's day of rest.
- (c) Double time (2x) in addition to the normal pay on statutory holidays for all hours worked.

17.02 Overtime Defined

All hours worked after the completion of the regular work day [seven (7) hours], or the regular work week [thirty-five (35) hours], shall be defined as overtime for payment of wages or salaries. This clause does not apply to the case of an Employer accommodation of an employee's request for an altered work week.

17.03 Time Off In Lieu of Overtime

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

ARTICLE 18 - SHIFT WORK

18.01 Shift Work Bonus

Employees required to work after 5:00 p.m. shall receive fifty cents (\$0.50) per hour bonus over and above their regular rate of pay.

18.02 Split Shifts

Employees required to work split shifts where the break is for two (2) or more hours, shall receive twenty-five cents (\$0.25) per hour bonus over and above their regular rate of pay.

18.03 Bonus Paid for Hours Worked

The shift bonus and split shift bonus are to be paid for hours worked only and are not to be included in overtime calculations.

ARTICLE 19 - HOLIDAYS

19.01 List of Holidays

(a) Full-time employees shall suffer no reduction in their regular wages or salary by reason of a statutory holiday occurring within the regular work week. For the purposes of this Section, statutory holidays shall be defined as:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Boxing Day

B. C. Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

AND all other holidays declared by the Municipality of Powell River, provincial and federal governments.

(b) Regular part-time employees shall be paid for statutory holidays on a pro-rated basis, calculated on the average shift length of the employee in the previous thirty (30) calendar days.

19.02 Holidays Falling on Weekends

- (a) If the aforementioned statutory holiday falls on a Saturday or Sunday, the following Monday shall be declared a holiday.
- (b) If the aforementioned statutory holiday falls on the day off of a full-time employee, one (1) day off in lieu shall be granted. The actual day off shall be taken at a mutually agreeable time during the three (3) month period immediately following the holiday.

19.03 Holidays During Vacation

If a statutory holiday falls on a regular work day while an employee is on annual vacation, they shall receive one (1) additional day of vacation with pay in lieu of said statutory holiday,

19.04 Christmas and New Year's Holidays

When Christmas Eve and/or New Year's Eve falls on a working day, all employees shall be entitled to time off commencing at 1:00 p.m. without loss of pay.

ARTICLE 20 - VACATIONS

20.01 Vacation Entitlement Regulations

All regular full and part-time employees as defined in this Agreement shall be granted a vacation with pay in accordance with the following regulations:

- (a) The vacation period shall be the twelve (12) months commencing on January 1st and ending on the following December 31st.
- (b) Continuous service for the purposes of this Agreement shall include:
 - Time lost as a result of an accident as recognized by the Workers' Compensation Board suffered during the course of employment shall be considered as time worked for the purpose of qualifying for annual vacations. An employee will only be entitled to receive such vacation payments while on Workers' Compensation for a period of up to, but not exceeding, one (I) year from the date of the employee's accident or injury.
 - 2. Time lost as a result of leave as recognized by the Employer under Article 21 of this Agreement.
 - 3. Time lost as a result of leave as recognized by the Employer under Article 22 of this Agreement.

20.02 Vacation Entitlement

(a) All regular full and part-time employees shall be entitled to the following vacation entitlement:

Less than one (1) year of employment - two (2) weeks prorated, with four percent (4%) paid every pay period.

One (1) year - three (3) weeks vacation with pay or six percent (6%) whichever is greater.

Seven (7) years - four (4) weeks vacation with pay or eight percent (8%) whichever is greater.

Fifteen (15) years - five (5) weeks vacation with pay or ten percent (10%) whichever is greater.

Twenty (20) years - six (6) weeks vacation with pay or twelve percent (12%) whichever is greater.

(b) Vacation pay shall be paid to each regular employee at the time vacation is taken.

20.03 Vacation Schedule

Regular employees shall notify the Employer, in writing, of their "primary" vacation preference no later than April 15th of the current year. In case of conflict, seniority shall be the deciding factor. It is understood and agreed that vacation approval for more than two (2) employees for the same period of time will be dependent on the availability of sufficient remaining staff to provide an acceptable level of Library service. Those employees who have more than three (3) weeks annual vacation may request further vacation only after all employees have booked their "primary" vacation period. It is understood and agreed that employees may thus receive longer consecutive vacation periods than three (3) weeks, providing there is no conflict with other employees' "primary" vacations. Seniority shall also prevail as a deciding factor in the allocation of these secondary vacation periods.

20.04 Employment Standards Act

Should the annual vacation provisions of the Employment Standards Act be revised to allow for greater benefits than have been set forth in this contract, then Article 20 of this Agreement shall be re-negotiated.

20.05 Consecutive Vacation Period

It is understood and agreed that with annual vacation periods longer than three (3) weeks, no more than three (3) weeks may necessarily be consecutive. All such holidays shall be exclusive of statutory holidays.

20.06 Supplementary Vacations

(a) Employees who work one-half (1/2) the number of hours per week per pay period after completing five (5) or more years of continuous service with the Employer shall, in addition to the regular vacation to which they are entitled, become eligible to

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receive a supplementary vacation with pay each five (5) years as set forth:

One (1) week of supplementary vacation after five (5) years of continuous service.

Two (2) weeks of supplementary vacation after ten (10) years of continuous service.

Two (2) weeks of supplementary vacation after fifteen (15) years of continuous service.

Three (3) weeks of supplementary vacation after twenty (20) years of continuous service.

Three (3) weeks of supplementary vacation after twenty-five (25) years of continuous service.

Four (4) weeks of supplementary vacation after thirty (30) years of continuous service.

Four (4) weeks of supplementary vacation after thirty-five (35) years of continuous service.

Five (5) weeks of supplementary vacation after forty (40) years of continuous service.

- (b) The supplementary vacations are to be taken within the five (5) year period.
- (c) At retirement or termination from the Employer, an employee who has completed five (5) or more years of service, shall be entitled to that portion of supplementary vacation proportionate to the number of years of service completed subsequent to their last five (5) year entitlement.

20.07 Vacation in Year of Retirement

An Employee who has reached minimum retirement age as defined in the Municipal Pension Plan and has completed at least ten (10) years of continuous service shall be entitled to receive two additional weeks vacation in the year of retirement, pro-rated at the same rate as normal vacation, based on time worked.

20.08 Vacation Carryover

An Employee may opt to defer the taking of up to five (5) working days vacation in any year. This deferred vacation must be used in the following year.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Amount of Sick Leave

For every one hundred (100) hours worked, each employee shall be entitled to seven (7) hours sick leave. Such sick credits may be accumulated to a maximum of one thousand, two hundred and sixty (1,260) hours.

21.02 Medical Care Leave

(a) An employee shall be granted time off for the purpose of an appointment relating to physical health with a licensed professional practitioner, PROVIDED the time does not amount to more than two (2) days sick leave in a calendar year, with a minimum of one-half (1/2) day each visit. The employee shall be required to have the necessary forms as supplied by the Employer signed by the attendant practitioner in order to qualify.

The employee shall give as much notice as possible to the Employer when such a visit to a medical practitioner is contemplated. This time off for such an event will be deducted from accumulated sick leave. If there is no accrued sick leave remaining to their credit, time off will be deducted from the employee's wage or salary.

- (b) All employees shall make all reasonable efforts to schedule their non-emergency medical and dental appointments on their non-working hours.
- (c) All out-of-town appointments must be substantiated by referrals from a medical or dental practitioner.

21.03 Workers' Compensation Board

An employee shall be paid full salary while absent as a result of an accident covered by Workers' Compensation and payment received from

the Workers' Compensation Board shall be turned over to the Employer, PROVIDED HOWEVER that the employee shall be charged for one-quarter (1/4) day from their sick leave credit for each day. Should an employee have no sick leave credit, this Clause shall not apply.

21.04 Proof of Illness

When an employee is absent from work due to illness for more than three (3) consecutive days, the Employer may request proof of illness.

21.05 Medical Examinations

The parties agree that the Employer,and/or any other governmental agencies may require prospective employees to take a medical examination prior to and during employment PROVIDED the examination is required as a condition of employment. The Employer shall pay for such examination and time off as required to a maximum of one-half (1/2) day.

21.06 Family Illness

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

For purposes of this Clause, "family member" shall mean the employee's spouse, child or parent.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 For Union Business

(a) Upon application to and upon receiving the permission of the Chief Librarian in each specific case, time off without pay shall be granted to a maximum of two (2) official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union, PROVIDING it does not interfere with the operation of the Employer.

- (b) Official representatives of the Union, to a maximum of two (2), shall have the privilege of attending meetings without loss of remuneration for the purpose of negotiating a revision or renewal of this Agreement when such meetings are held during working hours or when discussing with representative(s) of the Employer, a grievance or any other matter contained in this Agreement.
- (c) Any member, to a maximum of two (2) persons at one (1) time, of the Union who is required to attend at Union conventions or perform any other functions on behalf of the Union and its affiliates necessitating a leave of absence without pay, shall upon application to the Chief Librarian of the Employer, with one (1) week notice, be granted a leave of absence. Such periods of leave shall not exceed twenty-four (24) working days in each calendar year. It is agreed that the employees will continue to receive their regular pay during this period of leave and that the Employer will be reimbursed by the Union upon receipt of an accounting for:
 - 1. Regular pay,
 - 2. Pacific Blue Cross and pension contributions made by the Employer on behalf of the affected employees.

22.02 Bereavement Leave

- (a) Employees shall be granted a minimum of three (3) days leave with pay in case of the death of spouse, parent, brother, sister or child. An employee may, upon request in writing and at the discretion of their immediate supervisor in consultation with the Chief Librarian, be granted an additional two (2) days leave with pay to allow for travel time should there be considerable distances involved.
- (b) An employee shall be granted a minimum of one (1) day leave with pay in the event of the death of a grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. The employee, upon request in writing may, at the discretion of the Chief Librarian, be granted an additional two (2) days leave with pay to allow for travelling time should there be considerable distances involved.
- In any case where Sections (a) or (b) apply, should a death occur during the period of the employee's day or days of rest, or during their annual vacation, on a statutory holiday or during a period of sickness, then such absence shall be taken into account in determining the amount of leave, if any, to be granted.

(d) Employees shall be granted a maximum of one-half (1/2) day bereavement leave to attend a funeral to a maximum of one (1) day per calendar year.

22.03 Emergency Leave

An employee shall, at the discretion of their immediate supervisor in consultation with the Chief Librarian, be granted up to a maximum of three (3) days leave of absence with pay to attend to a serious household or domestic emergency.

22.04 Jury Duty

- Any regular full or part-time employee who is required to report for jury duty or who is required to appear as a Crown witness on a day or hours on which they would normally have worked, shall be reimbursed by the Employer for the difference between the pay received from jury or witness duty at their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of seven (7) hours per day or thirty-five (35) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received. Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.
- (b) When an employee is requested or subpoenaed to attend any court in a case involving the Employer, such employee shall be paid in the manner outlined in Section 22.04 (a) above whether the day is a scheduled working day or not a scheduled working day.

22.05 Christmas Dinner

In the event the Library is open all week nights, the following shall apply:

The Library is to be closed one (1) evening from 5:00 p.m. to enable all employees to enjoy a Christmas dinner. The date set for this dinner shall be mutually agreed upon by the Employer and employees, but shall not be scheduled for a Saturday or Sunday. This Christmas dinner shall be at the expense of the employee members. The Union shall give the Employer one (1) month notice prior to the date of the dinner.

22.06 Maternity and Parental Leave

(a) Maternity Leave

- (1) A pregnant employee who requests leave under this clause is entitled to up to seventeen (17) consecutive weeks of unpaid leave
 - (a) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- An employee who requests leave under this clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under paragraphs (1) or (2).

- (3) A request for leave must:
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under paragraph (3).

- (4) A request for a shorter period under paragraph (1)(b)(i) must:
 - (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(b) Parental Leave

- (1) An employee who requests parental leave under this clause is entitled to:
 - (a) for a birth mother who takes leave under Clause 22.06(a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 22.06(a) unless the employer and employee agree otherwise,
 - (b) for a birth mother who does not take leave under Clause 22.06(a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (c) for a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent,
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under paragraph (1).

(3) A request for leave must:

- (a) be given in writing to the employer,
- (b) if the request is for leave under paragraph (1)(a), (b) or(c), be given to the employer at least four (4) weeksbefore the employee proposes to begin leave, and
- (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(c) Combined Entitlement

An employee's combined entitlement to leave under Clause 22.06 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause 22.06(a)(3) or 22.06(b)(2).

(d) Employment During Pregnancy

The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when their duties can reasonably be performed. The Employer may require proof of the employee's capability to perform their normal work through the production of a medical certificate.

(e) Seniority Status During Maternity Leave

- (1) While on maternity leave an employee shall retain and accumulate their full employment status in connection with the seniority provision,
- (2) The services of an employee who is absent from work in accordance with this Clause shall be considered continuous for the purpose of any pension, medical or other Plan beneficial to the employee, and the Employer shall continue to make payment to the Plan in the same manner as if the employee were not absent where:
 - (a) the Employer pays the total cost of the Plan, or
 - (b) the employee elects to continue to pay their share of the cost of a Plan that is paid for jointly by the Employer and the employee.

22.07 General Leave

- (a) An employee shall be entitled to a leave of absence without pay and without loss of seniority up to a maximum of thirty (30) calendar days. Such request shall be in writing and approved by the Employer, and such approval shall not be withheld without just cause. General leaves longer than one (1) week must be approved by the Library Board.
- (b) At the sole discretion of the Board an extended leave of absence without pay may be considered where the leave is for:
 - (1) education, training, professional development or upgrading of skills related to work at the Library
 - (2) travel
 - (3) family responsibility

An employee may not apply for such a leave until the fourth calendar year of continuous, regular employment at the library. No more than one (1) year of unpaid leave shall be granted to an employee in any given five (5) year period. It should be noted that the Library Board will consider such requests only where sufficient notice has been given and where it can be shown that the leave will not interfere with the operational requirements of the library.

(c) Seniority shall not accrue beyond the thirtieth (30th) day of an unpaid general leave. Rather, the employee's seniority will be adjusted to reflect the period of absence.

22.08 Compassionate Care Leave

- (a) The Employer shall grant a leave of absence without pay for a maximum of eight (8) weeks within a twenty-six (26) week period to allow an employee to provide care or support to a gravely ill family member. For the purposes of this Clause, "family member" shall mean the employee's spouse, child, parent or parent-in-law,
- (b) To request compassionate care leave, an employee must provide a medical certificate as proof that the family member needs care or support and is at risk of dying within twenty-six (26) weeks.

22.09 Entitlements While on Leave

Regular employees shall not earn vacation, sick leave and holiday pay while they are on unpaid leave in excess of thirty (30) consecutive days (calculated from the first day of absence of the leave from work with holiday entitlements determined by the *Employment Standards Act*).

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Schedules

The schedule of wages, classifications and salaries for all employees of the Employer covered by this Agreement shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

23.02 Temporary Appointments

Staff called upon to perform work in a higher paid classification shall be paid the higher rate, within the bargaining unit, while so employed.

23.03 New Positions

When a new position not covered in Schedule "A" of this Agreement is created, the rate of pay shall be negotiated between the Employer and the Union. Should the parties be unable to agree on a rate, the matter shall be settled by arbitration.

23.04 Pay Days

Regular pay days shall be bi-weekly.

23.05 Pay on Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position outside the bargaining unit, they shall receive a minimum increase of ten percent (10%) over their regular rate of pay.

23.06 Automobile Allowance

Travel allowance shall be paid to employees requested (however it is not mandatory) to use their vehicles for Employer business. The rate of the allowance shall be forty-three cents (\$0.43) per kilometer. When the Canadian Automobile Association Driving Cost Reference is periodically

increased, the rate of Automobile Allowance shall be increased by the same amount.

23.07 Payment for Scheduled Sunday Shifts

Payment for working regular Sunday shifts shall be at the rate of one and one-half times (1-1/2x) the employee's regular rate of pay.

23.08 Community Librarian's Certificate Incentive

Upon successful completion of the Community Librarian's course, a Library Assistant shall receive a fifty cent (\$0.50) per hour premium. The cost of the course shall be paid by the Employer. It is understood that this premium shall not be included in sick leave credit calculations as per Clause 21.02.

23.09 Pay Equity

The parties support the principles of pay equity and agree that female dominated jobs should be paid wages equivalent to male dominated jobs of equal value. Therefore, negotiated wage increases will contain a "catch-up" portion allocated to pay equity.

23.10 Students

The rate of pay for all Students hired under Provincial or Federal Employment Grants shall be that applicable to Student Assistants.

23.11 Emergency Closure Pay

In the event that the Library is closed due to an emergency (flood, snow, fire, etc.), employees shall be paid for all hours scheduled during the closure. This shall only apply for a maximum of seven (7) calendar days following the closure.

ARTICLE 24 - RETIREMENT

24.01 Retirement

Employees retiring shall provide three (3) months notice prior to the date of retirement.

24.02 Group Registered Retirement Savings Plan

The Employer shall provide a Group R.R.S.P. as follows:

- (a) Only regular employees who were hired before March 1, 2005 shall be eligible.
- (b) Eligible employees shall contribute two percent (2%) of wages by payroll deduction.
- (c) The Employer shall contribute an equivalent amount.
- (d) Contributions shall be deposited in an account in the name of each employee on a monthly basis at a bank or credit union as agreed between the Employer and the Union.
- (e) Employees shall only have access to funds on termination and shall not be entitled to make withdrawals prior to termination.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Changes in Classification

When the principal duties of an employee in any classification are significantly changed so that the existing classification is no longer applicable to that employee, the Union shall have the right to request reclassification for the employee.

25.02 Reclassification Grievance Procedure

If no agreement can be reached between the Union and the Employer, the matter shall be dealt with under Articles 10 and 11 of this Agreement.

25.03 Job Descriptions

(a) The Employer 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 objections within thirty (30) calendar days, in which case the parties shall meet to resolve the objection in accordance with Article 10 of this Agreement.

- (b) Such job descriptions may be amended by mutual agreement at any time should the principal duties of the job require amendment.
- (c) 1. Employee(s) and the Shop Steward shall request a job description/review by the Chief Librarian.
 - 2. The Chief Librarian, employee(s), and the Shop Steward will develop a draft job description that will be ratified by the Union and the Library Board.
 - 3. Upon ratification by both parties, the revised job description will be presented to the Union for assessment and evaluation for a recommended pay rate.
 - 4. The Union will present a recommended pay rate for the revised job description to the Chief Librarian, who will present the recommended rate of pay to the Library Board for ratification. Should the parties be unable to agree on a rate of pay, the matter shall be settled by arbitration.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Employee Benefits - General

- (a) All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.
- (b) All regular employees working a regular schedule of 17.5 hours a week or more are eligible for all benefits in this Article. An employee who chooses not to participate in compulsory benefits plans may do so providing they provide proof of coverage elsewhere.
- (c) Coverage under the benefits plans shall begin at the beginning of the work month following the month in which the employee becomes eligible.
- (d) The Employer shall pay 100% of the premiums for the Employee Benefits Plans in Article 26.02.

(e) The Benefit Plans shall not be reduced by the Employer in any respect without the consent of the Union.

26.02 Medical Insurance

The Employer agrees to pay one hundred percent (100%) of the premium of the B.C. Medical Plan for its employees and the Extended Health Benefits Plan for those employees not already covered by a similar plan.

26.03 Dental Plan

Participation in the Dental Plan shall be a condition of employment for all who qualify. The Employer shall pay one hundred percent (100%) of the premium cost.

26.04 Benefits While Absent

Where benefits providers allow it, employees on authorized leave without pay, or on lay-off with recall rights, may continue on the applicable benefits plans by paying the full premiums (both employer and employee portions) in advance each month.

ARTICLE 27 - SAFETY AND HEALTH

27.01 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the scheduled shift in which they are injured, PROVIDED that the Workers' Compensation Board's report on the injury is completed.

27.02 First Aid Kit

One (1) first aid kit is to be kept in each Library building for the use of all employees. This kit is to be kept supplied at all times.

27.03 Right to Refuse Unsafe Work

- (a) A member of the Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous.
- (b) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any

equipment where they, or a member of the Health and Safety Committee, believes that it would be unsafe or unhealthy to them, an unborn child, a co-worker, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

27.04 Disclosure of Information

The Employer shall provide the Union with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

27.05 Employee Working Alone

In situations where an employee is required to work alone with no other employee present, the Employer shall provide a means of periodically checking the well-being of the employee. The checks shall be made at such intervals and by such means as are appropriate to the nature of the hazards and shall be agreed between the parties. The Employer shall ensure that no employee shall have to work alone when the library is open to the public.

27.06 Health and Safety

(a) The Industrial Health and Safety Regulations as prescribed by the Workers' Compensation Board of British Columbia shall apply, and a Health and Safety Committee shall be maintained in accordance with those Regulations. The Committee shall consist of not more than two (2) members each of the Union and the Employer and shall meet quarterly or as needed. Minutes of meetings and recommendations made by the Committee shall be made available within seven (7) calendar days of each meeting. In addition to the meetings of the Health and Safety Committee, a Health and Safety component will be incorporated within monthly staff meetings.

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(b) The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the time since the last meeting. Employees shall be paid for time spent on business of the Committee.

ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES

28.01 Technological Change

The Employer will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or seek other employment. Changes in operation which would result in the reduction of hours of employees or a reduction of staff complement shall be considered as technological change. No regular or probationary employee shall be displaced because of technological change without having received one (1) week notice, pay included, for each year of service with a minimum of four (4) weeks, during which time they will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

ARTICLE 29 - JOB SECURITY

29.01 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement.

29.02 Volunteers

Volunteers shall not be given work normally performed by employees covered by this Agreement. Details of all proposed use of volunteers will be sent to the Union for review and approval.

ARTICLE 30 - HARASSMENT

30.01 Sexual Harassment

All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the grievance procedure and will commence at Step 3, as outlined in Clause 10.02.

30.02 Personal and Sexual Harassment

The Employer and the Union recognize the right of employees to work in an environment free from personal or sexual harassment, and agree to co-operate in attempting to resolve in a confidential manner all complaints of harassment which may arise in the workplace.

The Employer undertakes to discipline any person employed by the Employer, shown to be engaging in personal or sexual harassment of another employee.

Any complaint of allegation of harassment at the workplace not satisfactorily resolved, shall be dealt with by the parties through the grievance procedure. Any complaint alleging harassment will be dealt with in the grievance procedure commencing at Step 3.

ARTICLE 31 - UNIFORM AND CLOTHING ALLOWANCE

31.01 Uniforms

The Employer shall provide, maintain and clean smocks for those areas and duties where the opportunity for soiling employees' clothing is involved.

ARTICLE 32 - GENERAL CONDITIONS

32.01 Bulletin Boards

Bulletin boards shall be supplied by the Employer as required and the Employer shall have the sole right to determine the location of these bulletin boards.

ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS

33.01 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 or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing

rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation.

ARTICLE 34 - TERM OF AGREEMENT

34.01 Duration

- (a) The terms and conditions of this Agreement shall be binding and remain in full force and effect from the 1st day of January, 2004 to the 31st day of December, 2007 and shall continue from year-to-year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.
- (b) "The operation of subsections (2) and (3) of Section 50 of the Labour Relations **Code** shall be specifically excluded from and shall not be applicable to this agreement."

IN WITNESS WHEREOF the Corporate Seal of the POWELL RIVER PUBLIC LIBRARY has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

THE CORPORATE SEAL OF THE POWELL RIVER PUBLIC LIBRARY was hereunto affixed by and in the presence of:

Chair of the Board, Linda Rosen

Stephanie Hall, Chief Librarian

SIGNED by the President and Vice President of the CANADIAN UNION OF PUBLIC EMPLOXEES, LOCAL NO. 798:

Sandi Morris, President

Brenda Powell: Vice-President

Graham Mal

SCHEDULE "A"

POWELL RIVER PUBLIC LIBRARY

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798

PER HOUR

CLASSIFICATION	Jan. 1, 2004	June 1, 2005	Jan. 1, 2006	Jan. 1, 2007
Page	10.50	9.00	9.36	9.82
Student Assistant	10.50	12.00	12.36	12.82
Library Assistant I				
(Probationary)	14.69	14.69	15.05	15.51
Library Assistant I	16.28	16.28	16.64	17.10
Library Assistant II	17.50	17.50	17.86	18.32
Head of Circulation	18.18	19.18*	19.54	20.00
Library Technician	20.26	20.26	20.62	21.08
Network & Systems				
Administrator	22.53	22.53	22.89	23.35
Office Administrator	22.90	22.90	23.26	23.72

^{*}Effective June 23, 2005

Title: PAGE

Responsible to: Head of Circulation, Chief Librarian

Nature and Scope of Work

elementary clerical and manual Library work

Characteristic Duties

- sort and shelve books and non-book materials
- straighten and "read" shelves, tidy library
- assist in book circulation by checking books in refers more complex inquiries to senior staff
- a range of manual/repetitive low-level tasks, such as program setup, general tidying of the library, sorting recycling, shredding paper other related tasks

Required Knowledge, Ability, Skills and Training

- basic knowledge of the Dewey Decimal System
- skill in filing accurately
- ability to exercise judgment in referring all but very basic questions to the Chief Librarian, Library Technician or Library Assistants
- ability to demonstrate and foster harmonious relations with staff and public
- must be a full-time student

Desirable Training and Experience

- no previous training or experience required

Title: STUDENT ASSISTANT

Responsible to: Library Technician, Chief Librarian

Nature and Scope of Work

Typically a grant-funded project or internship of limited duration

The incumbent may be responsible for a project (for example, Summer Reading Club, or Internet training) under the supervision of more senior staff

In addition, the incumbent performs a variety of Library tasks of limited complexity requiring the exercise of some independent judgment and action

Work is performed under general supervision following established Library policies and procedures

Characteristic Duties

In addition to all duties listed in the Page job description:

Plan and execute summer reading club or other programs or activities for groups of children

Plan and execute a wide variety of library programs or training for both individual adult patrons and groups

Plan and execute upgrades to the library Website

Promote literacy and the library within the community

Evaluate programs and prepare reports

Perform other such tasks as assigned

Required Knowledge, Ability, Skills and Training

basic typing/keyboard skills

skill in filing and shelving accurately

ability to meet and communicate with the public with assurance, understanding, courtesy and tact

ability to exercise independent judgment and initiative within the basic policy as directed by the Chief Librarian or immediate supervisor ability to demonstrate and foster harmonious relations with all staff may vary with specific project

Desirable Qualifications

Grade 12 graduation (or equivalent)

Some Post-Secondary education

Previous experience relevant to the specific project

Title: LIBRARY ASSISTANT I

Responsible to: Head of Circulation, Chief Librarian

Nature and Scope of Work

basic Library service to the public

- a variety of Library tasks of limited complexity requiring the exercise of some independent judgment and action
- work is performed under general supervision following established Library policies and procedures

Characteristic Duties

In addition to all duties listed in the Page job description:

in the absence of more senior staff, provide basic direction to pages check out books and non-book material

search shelves for missing books

elementary troubleshooting of office equipment (e.g. copier, printers, computers)

issue Library memberships

process in-house requests, fill out inter-Library loan forms direct patrons to subject areas or specific titles in collection; answer or refer telephone queries perform other related tasks as assigned

Required Knowledge, Ability. Skills and Training basic typing/keyboard skills

- basic knowledge of library collections
- skill in filing and shelving accurately ability to meet and communicate with the public with assurance, understanding, courtesy and tact
- ability to exercise independent judgment and initiative within the basic policy as directed by the Chief Librarian
- ability to demonstrate and foster harmonious relations with all staff

Desirable Qualifications

Grade 12 graduation (or equivalent)

Community Librarian's Certificate Some Post-Secondary education

Previous library experience

<u>Title:</u> LIBRARY ASSISTANT II

Responsible to: Head of Circulation, Chief Librarian

Nature and Scope of Work

moderately complex and diversified duties related to the provision of Library services the work is distinguished from that of the Library Assistant I by the higher degree of responsibility and complexity entailed work is performed under general supervision following established Library

policies and procedures

Characteristic Duties

In addition to all duties or proficiencies required of a Library Assistant I:

- record periodical subscriptions and maintain that collection
- process inter-Library loan requests
- file loose-leaf inserts in reference and government documents
- process new material
- enter and modify bibliographic data on computer
- prepare communications re: overdue or lost items
- type or key correspondence, reports, bibliographies, etc.
- mend books and other library materials
- perform other related tasks as assigned

Required Knowledge, Ability, Skills and Training

- proficient filing and typing/keyboard skills
- sound knowledge of Library loan procedures, routines and collections
- ability to exercise independent judgment and initiative within the basic policy, as directed by the Chief Librarian
- ability to meet and communicate with the public with assurance, understanding, courtesy and tact
- ability to demonstrate and foster harmonious relations with all staff

Desirable Qualifications

Grade 12 graduation (or equivalent) Community Librarian's Certificate Some Post-Secondary education

Previous library experience

Title: **HEAD OF CIRCULATION**

Responsible to: Chief Librarian

Nature and Scope of Work

Supervises clerical staff (pages and library assistants)

Ensures excellent customer service and a safe working environment

Performs a variety of complex clerical duties

Characteristic Duties

In addition to all duties or proficiencies required of a Library Assistant II:

General supervision of clerical staff including work allocation May be asked to participate in the hiring of new clerical staff Train clerical staff and assist in the creation of procedural manuals Ensure safe working practices are followed, follow up on unsafe incidents, maintain a file of incident reports

- Keep library statistics, prepare reports
- Assist Office Manager or Chief Librarian with scheduling
 Order Library processing supplies, ensure supply levels are adequate
- Perform a variety of clerical tasks requiring a high degree of **skill** and experience, including acting as a liaison with special needs groups, preparing depository shipment to Texada, creating corporate cards, dealing with problem patrons, etc.
- May be asked to assist the Library Technician with basic cataloguing Participates on the library Policy Committee, Staff Meetings, etc.
- perform other related tasks as assigned.

Required Knowledge, Ability, Skills and Training

Ability to supervise clerical staff and to demonstrate and foster harmonious relations with all staff

Must be thoroughly conversant in library policy and procedure

Ability to exercise a considerable degree of independent judgment and initiative within library policy
Ability to meet and communicate with the public with assurance,

Ability to meet and communicate with the public with assurance understanding, courtesy and tact

Desirable Qualifications

Grade 12 graduation (or equivalent) Community Librarian's Certificate Some Post-Secondary education Previous library experience

Title: LIBRARY TECHNICIAN

Responsible to: Chief Librarian

Nature and Scope of Work

exercises independent judgment in all technical service operations of the Library

assists Chief Librarian in all phases of service to the public

- assumes responsibility in the absence of the Chief Librarian

Characteristic Duties

- circulation duties (check in, check out, issue memberships, process requests, sort and shelve)
- provide reference, bibliographical and readers advisory services
- plan and carry out children's and adults' programmes
- inspect, clean and perform routine and preventative maintenance and repair on a variety of audio-visual equipment, including computers responsible for developing the legal, government publications and pamphlet collections
- under the direction of the Chief Librarian, is responsible for all aspects of technical services, including automation catalogue, classify and assign subject headings to Library material according to established cataloguing rules
- prepare reports for the Chief Librarian and the Library Board perform other related tasks as assigned
- website maintenance

Required Knowledge, Ability, Skills and Training

- ability to train and when necessary, supervise Library Assistants and Student Assistants
 - ability to exercise independent judgment and initiative within the basic policy as directed by the Chief Librarian
 - ability to meet and communicate with the public with assurance, understanding, courtesy and tact
- ability to demonstrate and foster harmonious relations with all staff
- Library Technician Diploma

Desirable Training and Experience

- continuous computer skill upgrading
- Library Technicians' and BCLA continuing education programmes

Title: NETWORK AND SYSTEMS ADMINISTRATOR

Responsible to: Chief Librarian

Nature and Scope of Work

- complex technical and support tasks related to the installation and maintenance of a network computer system
- responsible for co-ordination and monitoring of external support resources and suppliers
- assists Chief Librarian with strategic planning, network planning and vendor selection

Characteristic Duties

- install, configure and maintain a variety of network software
- applications, file servers, computers, printers and related software and hardware devices
- investigate, analyze and resolve network hardware and software problems and performance concerns
- upgrade software programs as needed
- develop and implement network security policies and assign and maintain user privileges for all aspects of the system
- develop and deliver staff training related to computer, network and software use
- perform systems backup and data recovery
- prepare and maintain related manuals, records, statistics and reports
- participate in strategic planning, design and modification of network, goal setting and budget development
- perform related duties as required

Required Trainins, Experience and Knowledge

Computer Science diploma from a recognized post secondary institution or equivalent combination of training and experience

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Title: OFFICE ADMINISTRATOR

Responsible to: Chief Librarian

Nature and Scope of Work

- Assist the Chief Librarian in administering the library's financial operations; maintain human resources files

performance of complex and diversified duties applying to specialized techniques

Assumes responsibility in the absence of the Chief Librarian and Library Technician

Characteristic Duties

- Perform all duties relating to the payroll
- Reconcile the general ledger, maintain financial records and statistics and facilitate annual audit
- Prepare disbursements, do billing
- Prepare purchase orders, receive and check against shipping bills
- Solicit quotes and liaise with vendors
- Under the direction of the Chief Librarian, arrange for maintenance and upkeep of building and equipment with Civic employees and/or outside contractors

Recommend financial and investment alternatives

Maintain confidential personnel records

Orient new staff to benefits plans and entitlements

Maintain records of vacation, sick leave, and other entitlements

Maintain seniority list

Consult with Chief Librarian to ensure that the library is complying with both legislated and contractual employment standards

- Prepare and submit WCB reports and claim forms
- Under the direction of the Chief Librarian, allocate work schedules
- Acquire office/Library supplies
- Prepare reports for the Chief Librarian, the Library Board, and the government (for example: monthly financial statements, SOFI, GST)
 Perform other related tasks as assigned

May be asked to relieve in a higher or lower capacity

Required Knowledge, Ability, Skills and Training

- sound knowledge of bookkeeping principles and legal payroll requirements
- basic computer skills, knowledge of accounting and spreadsheet software, and proficient adding machine skills
- ability to exercise independent judgment and initiative within basic policy as directed by the Chief Librarian
- ability to meet and communicate with the public with assurance, understanding, courtesy and tact
- ability to demonstrate and foster harmonious relations with all staff
- recognized bookkeeping or accounting course and previous experience

Desirable Training and Experience

valid B.C. driver's license

LETTER OF UNDERSTANDING # 1

BETWEEN THE:
Powell River Public Library
(Employer)

AND THE: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798 (Union)

RE: Student Assistants

The Union and the Employer agree to the following conditions of employment for Student Assistants hired through government grant programs:

- 1. Student Assistants hired will be considered casual employees.
- 2. Those hired will become members of the Union and will be provided with an orientation interview to be conducted by a Union representative.
- 3. These employees are not employed to augment the regular staff or to perform work that would normally be done by other Casual Employees.
- 4. These employees will be employed on special projects not exceeding 420 hours.
- 5. These employees will be paid at the rate contained in Schedule A and will be paid 11% in lieu of benefits.
- 6. Either party may cancel this Letter of Understanding by providing 60 days written notice to the other party.

DATED this 25 day of March, 2008.

FOR THE UNION:

FOR THE EMPLOYER:

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LETTER OF UNDERSTANDING,# 2

BETWEEN THE: Powell River Public Library (Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798

(Union)

RE: Job Descriptions / Reclassification Review

- 1. The Employer shall conduct a review of the classifications of Library Assistant I and II and Head of Circulation by December 1, 2005. Any upward salary adjustments shall be effective March 31, 2006.
- 2. The Employer shall conduct a review of the classifications of Library Technician, Network & Systems Administrator, and Office Administrator by December 1, 2006. Any upward salary adjustments shall be effective March 31, 2007.
- 3. The job descriptions proposed by the Employer will be referred to a sub-committee of up to 2 members representing the Union and up to 2 members representing the Employer to resolve. Any disputes will be referred back to the bargaining committees of the parties for resolution.
- 4. The job description for Office Administrator shall be included in the agreement and the title and rate of pay shall be included in Schedule "A".
- 5. Any changes to the job descriptions agreed to pursuant to paragraph #3 shall not prejudice the Unions' ability to argue that the reviews described in paragraphs # 1 and # 2 entitle incumbents a wage adjustment. For more clarity, the Union shall be entitled to compare the new job descriptions after the reviews to the job descriptions contained in the 2001 2003 agreement, for wage adjustment purposes.

DATED this 25 day of March, 2008.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING # 3

BETWEEN THE: POWELL RIVER PUBLIC LIBRARY

(Employer)

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798

(Union)

RE: Network and System Administrator

- 1. The Network and Systems Administrator will be considered a casual position.
- 2. Notwithstanding Article 16.03, the incumbent may work a minimum of one hour in a day, provided however, that in any week in which the incumbent works as a Network and Systems Administrator, the incumbent shall receive a minimum of 4 hours pay at the appropriate rate of pay.
- 3. If the Employer requires the services of a casual Network and System Administrator, it shall follow this process.
 - a) The Employer will first contact the casual Network and System Administrator.
 - b) If the employee is not available in a reasonable time period, given the seriousness of the problem, the Employer shall contact other qualified employees on the basis of seniority.
 - c) If no other qualified employee is available in a reasonable time period, given the seriousness of the problem, the Employer shall contact the Corporation of the District of Power River contractor. Should the Employer have to take this action, it shall be without prejudice to the Union's position regarding Article 29.01.
 - d) Should the Employer have to take the action in paragraph (c), it shall immediately advise the Union in writing of the circumstances that led to the need to call in a contractor, and advise the Union in writing what steps it has taken to comply with paragraphs (a) and (b).

DATED this 25 day of March, 2008.

FOR THE UNION:

FOR THE EMPLOYER:

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