

2016 - 2020

COLLECTIVE AGREEMENT

between the

COQUITLAM PUBLIC LIBRARY BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561

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THIS AGREEMENT ENTERED INTO AS OF 2016 JANUARY 01

BETWEEN:

THE COQUITLAM PUBLIC LIBRARY BOARD
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561
(hereinafter called the "Union")

PARTY OF THE SECOND PART

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code, being Chapter 82 of the Revised Statutes of British Columbia, 1992;

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

AND WHEREAS it is the desire of both parties to this Agreement that the Coquitlam Public Library be operated in a manner so as to give the maximum in public service in the City;

AND WHEREAS it is now thought 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 covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 TERM OF AGREEMENT

This Agreement shall be for the period from and including 2016 January 01 to and including 2020 December 31, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (a) the Union shall give notice to strike (or until the Union goes on strike); or
- (b) the Employer shall give notice of lockout (or the Employer shall lock out its employees); or
- (c) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement;

whichever is the earliest.

ARTICLE 2 UNION SECURITY

2.1 Bargaining Agency

It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees of the Employer except those specifically excluded in the Certificate of Bargaining Authority.

2.2 Union Membership

Employees of the Employer who are now Union members or who during the life of this Agreement become Union members, shall as a condition of continuing employment, remain members in good standing of the Union according to its Constitution and By-laws.

Effective 2017 July 11, all future employees of the Employer who are covered by the terms and conditions of the Collective Agreement shall as a condition of continuing employment with the Employer become and remain members in good standing in the Union not later than one (1) month after commencing employment with the Employer.

It is further agreed that those employees who are not members of the Union shall contribute monthly to the Union an amount equal to monthly union dues to the Union.

2.3 Union Dues

The Employer agrees to the check-off of all dues, initiation fees and general assessments levied in accordance with the Union Constitution and By-laws. The Union shall give the Employer one (1) month's notice of any changes in deductions.

Deduction shall be made from the employee's bi-weekly pay cheque and forwarded to the Treasurer of the Union not later than the fifteenth (15th) of the month following.

2.4 Union Stewards

The Employer recognizes the Union's right to select stewards and chairpersons to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and chairpersons.

The Employer agrees that stewards, chairpersons, and members at large shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Agreement. The Union recognizes that each steward, chairperson, and member at large, is employed by the Employer and that whenever possible union officers will conduct union business during their breaks or meal periods and not during the time they are working for the Employer. Where the union officer cannot conduct the union business during their breaks or meal periods, they may request permission from the Executive Director or designate to perform union business during their working time; however, the Executive Director or designate may decline to grant the request on the basis of operational considerations.

ARTICLE 3 EMPLOYEE DEFINITIONS

Regular Full-Time Employees

A Regular Full-Time Employee shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the calendar year on a full-time basis.

Regular Part-Time Employees

A Regular Part-Time Employee shall mean an employee who has successfully completed the prescribed period of probation and who is employed on a regular part-time schedule of core weekly hours which are less than the number constituting full-time employment for a particular class of positions.

On-Call Employees

An On-Call Employee shall mean all other employees of the Employer.

Practicum Work

Effective 2017 July 11:

- (a) The Employer and the Union agree that it is important to provide unpaid work opportunities to a post-secondary student(s) in order to assist the student(s) in obtaining practical work experience in a library setting, where this is part of the post-secondary educational program of the student(s) (the "Practicum Student(s)").
- (b) The Employer may, at its sole discretion, provide work for up to four (4) Practicum Student(s) per year. The number of Practicum Students may be increased by mutual agreement between the Employer and the Union.
- (c) Practicum Students may perform work in a supernumerary capacity.

- (d) Practicum Student(s) will not be paid, nor will they be entitled to any rights or benefits under the Collective Agreement.

ARTICLE 4 PROBATIONARY PERIOD

- (a) Regular Full-Time Employees shall be on probationary appointment for one hundred and twenty (120) calendar days from the effective date of appointment by the Employer. Regular Part-Time Employees shall serve a probationary period of the same number of hours as a full-time employee would serve, but in no event shall the probationary period exceed two hundred and forty (240) calendar days. Professional librarians appointed by the Employer shall be employed on a probationary basis for two hundred and seventy (270) calendar days.
- (b) Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.
- (c) If mutually agreed between the parties, the probationary period may be extended a further period not exceeding one hundred and twenty (120) calendar days for employees who are not professional librarians, and a further period not exceeding ninety (90) calendar days for professional librarians, and in such event the employee and the Union shall be notified in writing of such extension.
- (d) It is agreed and understood that during an employee's probationary period, her transfer, layoff or dismissal shall be entirely at the discretion of the Employer.

ARTICLE 5 HOURS OF WORK

5.1 Schedule

Effective 2017 July 11:

The hours of work will be posted and shall be as follows:

- 5.1.1 Regular working hours, except as otherwise noted, shall not exceed seven (7) hours per day, thirty-five (35) hours per week, five (5) consecutive days per week. Regular working hours for the Maintenance/Delivery Driver and for the Building Services and Delivery Supervisor shall not exceed eight (8) hours per day, forty (40) hours per week, five (5) consecutive days per week – Monday to Saturday. Employees shall have two (2) consecutive days off except when required to change shift schedules.
- 5.1.2 An employee's regular shift schedule may not be changed without such employee being provided ten (10) working days' notice of any such change.
- 5.1.3 Day Shift shall be between 6:00 a.m. and 6:00 p.m.
Afternoon Shift shall be between 12:00 noon and 10:00 p.m.

- 5.1.4 The Employer will provide the Union ten (10) working days' notice of the work schedules of the Library for both Christmas Eve and New Year's Eve.
- 5.1.5 The Employer shall not schedule employees to work on a Sunday that falls between Boxing Day and New Year's Day.
- 5.1.6 No regular employee shall be required to work both Saturday and Sunday unless the employee agrees otherwise. No more than four (4) regular employees may agree to regular working hours that include both Saturday and Sunday.
- 5.1.7 The regular hours of work for employees working on Sunday shall be between 9:30 a.m. and 5:30 p.m. provided however that employees hired prior to 1996 April 23 shall not be required to work more than five (5) hours on a Sunday.
- 5.1.8 Employees shall be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked on a Sunday.
- 5.1.9 The work schedule for Regular Full-Time Employees working on Sundays shall be based on the following:
- (1) The work schedule shall allow employees to work up to eight and one-half (8½) hours at straight time on Monday to Saturday workdays for the purpose of Sunday staffing only.
 - (2) The schedule shall average seventy (70) hours pay bi-weekly.
- 5.1.10 In the event the Employer elects to discontinue providing Library Services on Sundays at any or all branches, it shall provide the Union with a minimum of four (4) weeks' written notice.
- 5.1.11 Regular Part-Time Employees who miss a shift as a result of a closure on a public holiday or on a Sunday shall be given priority for a casual shift to make up for each lost shift wherever possible. These casual shifts will not trigger payment of overtime.

5.2 Meal Period

Each employee shall be entitled to a meal period of not less than thirty (30) minutes and not more than one (1) hour.

5.3 Rest Periods

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift, except when working an eight and one-half (8½) hour work day when the rest periods will be twenty (20) minutes each. Such periods shall be taken at times that will cause the least possible interference with the work in which the employee is engaged.

5.4 Daily Guarantee

- 5.4.1 Subject to the provisions of Article 5.4.3, an employee reporting for her scheduled shift on the call of the Employer, shall receive her regular hourly rate of pay for the entire period spent at her place of work, with a minimum of two (2) hours' pay at her regular hourly rate.
- 5.4.2 Subject to the provisions of Article 5.4.3, an employee other than a student on a school day who commences work on her scheduled shift, shall receive her regular hourly rate of pay for the entire period spent at her place of work, with a minimum of four (4) hours' pay at her regular hourly rate.

Subject to provision of Article 5.4.3, the Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Regular Part-Time and On-Call Employees when attending staff meetings, ad-hoc committee meetings and/or training sessions to a maximum of four (4) occasions per employee per year.

- 5.4.3 In any case where an employee
- (i) reports for her regular shift but refuses to commence work;
 - (ii) reports for her regular shift but her condition is such that she is not competent to perform her duties or has failed to comply with accident prevention regulations of the Workers' Compensation Board; or
 - (iii) commences work but refuses to continue working,
- she shall not be entitled to receive the minimum payments set forth in Articles 5.4.1 and 5.4.2.

ARTICLE 6 WAGES AND SALARIES

6.1 Pay Schedules

The scale of remuneration as set out in Schedule "A" shall apply during the term of this Agreement.

6.2 Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general wage increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{l} \text{hourly} \\ \text{rate} \end{array} \times \begin{array}{l} \text{bi-weekly} \\ \text{hours} \end{array} = \begin{array}{l} \text{bi-weekly rate (taken} \\ \text{to two (2) decimal places)} \end{array}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \begin{array}{l} \text{monthly rate (taken to} \\ \text{the nearest dollar)} \end{array}$$

6.3 New Classification

In the event of any new classification and/or position being created during the term of this Agreement, the wage rate or wage scale and related working conditions shall be negotiated. If settlement is not reached, either the Union or the Employer may refer the matter to the grievance procedure.

6.4 Overtime

6.4.1 Regular Full-Time Employees shall be paid at overtime rates for all overtime worked:

- (i) immediately following the employee's regular shift;
- (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift.
- (iii) at any other time than at the times set forth in Articles 6.4.1(i) or 6.4.1(ii) of this Article 6.4, consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Article 8.8.

6.4.2 Regular Full-Time Employees shall be paid for the performance of overtime work scheduled by the Employer under Article 6.4.1 at the following overtime rates:

- (i) time and one-half (1½X) the standard rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
- (ii) double (2X) the standard rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
- (iii) double (2X) the standard rate of pay for all overtime worked at any other time than at the times set forth in Articles 6.4.2(i) or (ii) above.

6.4.3 Regular Part-Time and On-Call Employees shall be paid at straight-time rates for all hours worked up to the normal daily full-time hours for their classification (i.e. seven (7) or eight (8) hours). Thereafter, overtime shall apply as follows:

- (1) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
- (2) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
- (3) When an employee has not worked the normal weekly hours for the classification so occupied on five (5) days during the week, the employee may voluntarily agree to work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as the normal daily or weekly hours for the classification so occupied have been reached and thereafter overtime provisions would apply as per (1) and (2) above.

No employee shall have their regular core hours scheduled over more than five (5) days in a seven (7) day period.

- (4) This provision is not applicable to Regular Part-Time and On-Call Employees for time worked on Sundays except as provided for under Article 5.1.8.

6.5 Callout

- 6.5.1 A Regular Full-Time Employee who is called back to work by the Employer at any time after she has completed her regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Article 6.4, shall be paid at the rate of double (2X) her normal rate of pay for the time actually worked and in addition thereto she shall be paid one (1) hour at double (2X) her normal rate of pay for travelling time to and from home. Except as otherwise provided in Article 6.5.2 a Regular Full-Time Employee who is called back to work under this Article 6.5.1 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double (2X) her normal rate of pay.
- 6.5.2 If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before she arrives home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double (2X) her normal rate of pay for the time actually worked and an additional one (1) hour at double (2X) her normal rate of pay for traveling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double (2X) her normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for traveling time).
- 6.5.3 For the purposes of this Article 6.5 a callout shall commence one-half ($\frac{1}{2}$) hour before actual commencement of work for which the employee was called back and terminate one-half ($\frac{1}{2}$) hour after actual completion of such work. The one-half ($\frac{1}{2}$) hour at the commencement and termination of the callout time is the traveling time allowed the employee hereunder.
- 6.5.4 When an employee receives a telephone call or text message from an excluded manager or a bargaining unit supervisor which requires the performance of substantive work and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid at double (2X) the employee's regular rate of pay for the time actually worked rounded to the nearest quarter ($\frac{1}{4}$) hour with a minimum payment of one-quarter ($\frac{1}{4}$) hour.

6.6 Shift Premiums

A shift premium of ninety cents (\$0.90) per hour shall be paid for all regular hours worked outside the day shift hours of 6:00 a.m. to 6:00 p.m. provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift. This provision shall not apply to employees classified as Pages.

6.7 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, revaluations, promotions (but not acting in a higher capacity) and changes to the percentage in lieu of benefits (i.e. moving from 12% to 16%) are to commence at the beginning of the bi-weekly pay period the first (1st) day of which is nearest the calendar date of the pay adjustment.

6.8 Pay Days

Paydays shall be on a bi-weekly basis.

Payday will be every second Friday for the pay period ending on the previous Friday.

6.9 Pay for Acting in a Senior Capacity

On every occasion that a Library employee is temporarily required to accept the responsibilities and carry out the duties incident to a position within the bargaining unit which is at a higher level than the position which she normally holds, she shall be paid for every day that she carries out the duties of the higher position at the minimum rate in the scale for such higher position, except where the hourly rate received in her own position is equal to, or exceeds, the minimum of the higher position, in which case she shall receive the next higher rate in the pay range of the higher position.

- 6.9.1 Any employee who is designated by the Executive Director to open or close a branch of the Library and whose regular rate of pay is lower than that of the Customer Experiences Lead / Branch Assistant class, shall receive the acting Customer Experiences Lead / Branch Assistant rate of pay for one (1) hour of their regular shift of work.
- 6.9.2 Employees classified as Customer Assistant I / Library Assistant I shall receive acting Customer Experiences Lead / Branch Assistant rate of pay for the time they are assigned by the Executive Director to supervise other Customer Assistant I / Library Assistant I(s) and/or Pages.
- 6.9.3 Any employee who is entitled to acting pay under Articles 6.9.1 or 6.9.2 above shall be paid at the first step of the Customer Experiences Lead / Branch Assistant pay grade that is greater than their regular rate of pay.

For purposes of this Article, the appointment of an employee to a higher level of responsibility must be authorized in writing by the Executive Director or designate.

ARTICLE 7 SENIORITY

7.1 Regular Employees

Seniority for Regular Full-Time Employees and Regular Part-Time Employees shall be calculated and reported in hours and will include:

- (a) paid working hours;
- (b) time spent on vacation as provided for in Article 8.1 of the Collective Agreement;

- (c) Public Holidays provided that the employee is not already working on the Public Holiday;
- (d) any leaves of absences that specify that seniority is accrued during the leave; and
- (e) the following absences:
 - (i) an absence due to bona fide sickness where the employee is in receipt of Employer paid sick leave;
 - (ii) banked lieu time pursuant to Article 8.8 of the Collective Agreement;
 - (iii) an absence due to an accepted Workers' Compensation Claim pursuant to Article 9.6 of the Collective Agreement or Article 9.9.2 (1)(d) of the Collective Agreement;
 - (iv) while on leave of absence for witness/jury duty pursuant to Article 10.1 of the Collective Agreement (provided the employee would have been working on the date(s) of the absence but for the witness/jury duty);
 - (v) while on bereavement leave pursuant to Article 10.3 of the Collective Agreement;
 - (vi) while on leave of absence as a result of being elected or appointed to a position with the Union pursuant to Article 10.5;
 - (vii) while on a general leave pursuant to Article 10.7 of the Collective Agreement;
 - (viii) during maternity leave/parental leave (based on regular core hours); and
 - (ix) effective 2017 July 11, while on EI Sick Leave and EI Compassionate Leave.

A seniority list calculated on the basis of the factors set out above, shall be provided to the Union within the month following January 01 and July 01 each year. Effective 2017 July 11, the seniority list will be available to the Union and to employees on the Employer's Intranet.

7.2 Promotions and Transfers

7.2.1 Effective 2017 July 11:

In making promotions, demotions or transfers, the required knowledge, ability and skills for the positions shall be the primary consideration.

Where two (2) or more applicants are equally capable of fulfilling the duties of the position, seniority shall be the determining factor provided always that current service employees shall be given preference over any other type of applicants.

The Union shall be advised in writing of the name(s) of employees who are promoted, demoted, or transferred within three (3) days of official appointment to the position.

7.2.2 Effective 2017 July 11:

If a regular employee is promoted or transferred to a different classification for which the Union is the certified bargaining authority, then the promoted or transferred employee shall be considered an employee "on-trial" for a period of sixty (60) working days exclusive of holidays, leaves of absence and illness. Employees who are serving a trial period shall not be entitled to apply for posted positions, except where the posted position is for a higher paying classification than the employee currently holds, or where the posted position is in the same classification that the employee currently holds but has a weekly schedule of core hours that is greater than the weekly schedule of core hours for the position the employee currently holds.

If agreed between the parties, the trial period may be extended a further period not exceeding sixty (60) working days, and in such event the employee and the Union shall be notified in writing of such extension.

7.2.3 In the event a promoted or transferred employee proves unsatisfactory during the aforementioned period, she shall be returned to her former position without loss of seniority or salary and any other employee promoted or transferred because of the re-arrangement of positions shall be returned to her former position without loss of seniority or salary.

7.2.4 Where the employee(s) agrees, the Employer may:

- (1) transfer two (2) employees with the same classification and weekly hours regardless of department or branch,
- (2) transfer an employee to a vacancy with the same classification and weekly hours regardless of department or branch and post the resulting vacancy.

Employees who wish to be considered for a transfer should advise the Executive Director in writing. The Union will consider any other transfer requests made by the Employer.

7.3 Job Postings

Vacancies for permanent positions shall be posted electronically for a period of ten (10) calendar days before such position is filled. Such notices shall contain the following information: Title of Position, Required Knowledge, Ability and Skills, Hours of Work and Hourly Rate or Range. The Union shall be advised in writing of the name(s) of the successful applicant(s) within three (3) days of her/their official appointment to the position.

7.4 Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the position held by the junior person. Employees shall be recalled in the order of their seniority. No new employee will be hired until those laid off have been given an opportunity of re-employment.

Effective 2017 July 11:

In the event of layoffs not exceeding the period of one (1) year, the Employer agrees that it will offer employment to employees affected by such layoffs prior to engaging any new employees for similar work. When a former employee is subsequently re-employed on permanent staff within one (1) year, she shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service. The Union will be notified when a former employee is re-employed on permanent staff.

NOTE: This section will not apply to On-Call Employees.

7.5 Notice of Layoff

Effective 2017 July 11:

The Employer will give Regular Full-Time and Regular Part-Time Employees one (1) month's notice or one (1) month's pay in lieu of notice, when an employee is laid off.

The Employer will notify the Union when it issues notice of layoff to an employee.

7.6 Dismissal

Employees, for proper cause, may be dismissed without notice and at the time of such dismissal shall be entitled to all earned, accumulated and statutory benefits. Any employee dismissed with or without notice and/or benefits shall retain the right to the grievance and arbitration procedures contained in this Agreement.

Where an employee has been dismissed with or without notice, and has submitted an appeal in accordance with the provisions of the grievance procedure contained in this Agreement and as a direct result is subsequently reinstated, she shall be reimbursed with full pay for the period between dismissal and reinstatement.

Where an employee is dismissed for proper cause, the Employer shall, at that time, advise the employee in writing of the reason for dismissal.

Effective 2017 July 11, the Union will be notified when an employee's employment is terminated for any reason.

ARTICLE 8 VACATIONS AND PUBLIC HOLIDAYS

8.1 Vacation Entitlement

Paid annual vacations for all Regular Full-Time Employees covered by this Agreement shall be allowed as follows:

8.1.1 Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.

- 8.1.2 In the first (1st) year or part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of ten (10) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- 8.1.3 During the second (2nd) up to and including the sixth (6th) calendar year of service of the employee, she shall be granted an annual vacation of fifteen (15) working days.
- 8.1.4 During the seventh (7th) up to and including the sixteenth (16th) calendar year of service of the employee, she shall be granted an annual vacation of twenty (20) working days.
- 8.1.5 During the seventeenth (17th) up to and including the twenty-second (22nd) calendar year of service of the employee, she shall be granted an annual vacation of twenty-five (25) working days.
- 8.1.6 During the twenty-third (23rd) and all subsequent calendar years of service of the employee, she shall be granted an annual vacation of thirty (30) working days.
- 8.1.7 Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.

PROVIDED THAT:

- 8.1.8 For Professional Librarians, the annual vacation shall be twenty-two (22) working days at regular rate of pay.
- 8.1.9 "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 01 to December 31 inclusive. The date for calculation of annual vacation for full-time employees shall be January 1st of each year.
- 8.1.10 All vacations shall be taken at a time mutually agreed between the employee and the Employer.

8.2 Sick Leave Substitution

Effective 2017 July 11:

Sick leave may be substituted for vacation where it can be established as provided in Article 9.5.5, by the employee that an illness or accident occurred while she was on vacation. Such sick leave substitution will only apply to sick periods in excess of three (3) days.

The unused portion of the vacation entitlement shall be taken at another time mutually agreeable to the Employer and the employee.

8.3 Employees Absent Without Pay

Employees who are absent without pay for a period in excess of an accumulated total of thirty (30) working days per calendar year shall be entitled to take the full number of vacation days pursuant to Article 8.1. However, the employee's vacation pay shall be calculated as a percentage of her regular annual

wages for the year in which the absence occurred, based on two percent (2%) for each five (5) working days of vacation time earned pursuant to Article 8.1. An employee may elect not to take that portion of her vacation, which is unpaid. The proration shall be based on the total number of days absent, not just the days in excess of thirty (30) days.

8.4 Vacation Banking

Regular Full-Time Employees may elect to defer the taking of any part of their annual vacation in excess of fifteen (15) working days provided however that the maximum deferred vacation which an employee may accumulate at any one time shall be fifteen (15) working days.

8.5 Supplementary Vacation

Each Regular Full-Time Employee shall be entitled to the following paid supplementary vacation in addition to the annual vacation to which the employee is entitled under Article 8.1:

- 8.5.1 Each employee upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation.
- 8.5.2 It is understood between the parties that each employee shall become entitled to the supplementary vacation under this Article 8.5 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.
- 8.5.3 These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited and must be taken prior to the year in which the next five (5) days are credited.

8.6 Public Holidays

All Regular Full-Time Employees who have been employed thirty (30) calendar days on a full-time appointment, providing they work the full scheduled working day before and the full scheduled working day after the public holiday, unless on sick leave, Workers' Compensation Board benefits or vacation, shall be given time off for the following public holidays at regular pay:

New Year's Day, Family Day*, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed by the Federal and/or Provincial Government.

Provided, however, if a holiday falls on a Saturday or a Sunday and no day is proclaimed in their stead, then such holidays shall be added to the next annual vacation of each employee.

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

8.7 Pay for Hours Worked on Public Holidays

A Regular Full-Time Employee who is required to work on a Public Holiday shall be paid at the rate of double (2X) the standard rate of pay for every hour worked in addition to her regular holiday pay as provided for in Article 8.7.

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Employer and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one (1) premium day for such employees with respect to any one (1) public holiday.

Time worked on a Public Holiday or the day off given to the employee in lieu of the Public Holiday shall not be treated as overtime except as provided in Article 6.4.

8.8 Vacation Time Entitlement

Unpaid annual vacations for all Regular Part-Time Employees covered by this Agreement shall be allowed as follows:

- 8.8.1 In the first (1st) year or part calendar year of service up to and including the sixth (6th) calendar year of service of the Regular Part-Time Employee, the Regular Part-Time Employee shall be granted an unpaid annual vacation of three (3) calendar weeks.
- 8.8.2 During the seventh (7th) up to and including the sixteenth (16th) calendar year of service of the Regular Part-Time Employee, the Regular Part-Time Employee shall be granted an unpaid annual vacation of four (4) calendar weeks.
- 8.8.3 During the seventeenth (17th) and all subsequent calendar years of service of the Regular Part-Time Employee, the Regular Part-Time Employee shall be granted an unpaid annual vacation of five (5) weeks.
- 8.8.4 A Regular Part-Time Employee does not have a right to any other Collective Agreement provisions with respect to Vacation.

ARTICLE 9 EMPLOYEE BENEFITS

9.1 Medical Services Plan and Extended Health Benefits

Effective 2017 July 11:

Subject to the eligibility provisions of the Plans, all Regular Full-Time Employees shall, effective the first (1st) day of the month following completion of three (3) months of continuous service, be enrolled in the Medical and Extended Health Benefit Plans. The Employer shall pay seventy-five percent (75%) of the premium and the employee shall pay twenty-five percent (25%). The Extended Health Benefit Plan has an

annual deductible of one hundred dollars (\$100.00), a lifetime maximum of one million dollars (\$1,000,000) per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- 9.1.1 eye exams to a maximum payable of one hundred dollars (\$100.00) per person payable every twenty-four (24) months;
- 9.1.2 vision care (five hundred dollars (\$500.00) maximum payable per person in a twenty-four (24) month period);
- 9.1.3 hearing aid (maximum payable of one thousand dollars (\$1000.00) per person every sixty (60) months);
- 9.1.4 orthotics to a maximum payable of four hundred dollars (\$400.00) every twenty-four (24) months;
- 9.1.5 clinical psychologist and registered clinical counsellor (seven hundred dollars (\$700.00) maximum payable per person in a calendar year);

all subject to the provisions of the Plan.

In the event that an employee is absent on sick leave beyond his accumulated sick leave credit, the employee shall be covered by M.S.P. and E.H.B. for a period not exceeding six (6) months. M.S.P. and E.H.B. premiums on behalf of such employees during such period shall be paid forty-five percent (45%) by the Union and fifty-five percent (55%) by the Employer.

9.2 Dental Plan

All Regular Full-Time Employees shall, effective the first day of the month following completion of six (6) months of continuous service, be covered by a Dental Plan which provides the following services, subject to the Plan:

- 9.2.1 Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees; and
- 9.2.2 Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees; and
- 9.2.3 Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand five hundred dollars (\$3,500.00) for adults and dependent children as defined by the Plan.

The Employer shall pay seventy-five percent (75%) of the premium, and the employee shall pay twenty-five percent (25%) of the premium.

9.3 Same Sex Benefit Coverage

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

9.4 Group Life Insurance

Regular Full-Time Employees shall, effective the first day of the month following completion of three (3) months of continuous service, be enrolled in the Group Life Insurance Plan. The Group Life Insurance coverage for all Regular Full-Time Employees to age sixty-five (65) shall be calculated on the basis of one and one-half times (1½X) basic annual wage, as determined and recorded by the Employer, taken to the next higher multiple of one thousand dollars (\$1,000.00) if the resultant amount is not a multiple of one thousand dollars (\$1,000.00), except that the amount of insurance entitlement of any employee shall not exceed fifty thousand dollars (\$50,000.00). In the event an employee suffers total disability prior to age sixty-five (65), the employee's insurance coverage shall remain in full force and effect until age sixty-five (65) notwithstanding the discontinuance of premium payments for the duration of such period of disability.

The Employer shall pay seventy-five percent (75%) of the premium and the employee shall pay twenty-five percent (25%) of the premium.

9.5 Sick Leave

- 9.5.1 Regular Full-Time Employees shall be entitled to sick leave on the basis of one and one-half (1½) days for each month worked.
- 9.5.2 Employees will be permitted to accumulate sick leave without restriction from year to year, but may only draw from accumulated sick leave one hundred and eighty (180) days in any calendar year, i.e., between January first (1st) and December thirty-first (31st) in any year.
- 9.5.3 Employees shall not be granted sick leave credit until they have completed three (3) months' service. After three (3) months' service, employees shall be entitled to sick leave on the basis of one and one-half (1½) days for each month worked, retroactive to the first completed calendar month of employment.
- 9.5.4 A deduction shall be made from accumulated sick leave credits of all working days absent with pay due to illness, except those resulting from an accident on the job, for which the employee is covered by Workers' Compensation.
- 9.5.5 An employee requesting sick leave with pay, may be required to produce a certificate from a registered practicing physician certifying that such employee is unable to carry out her duties due to illness.
- 9.5.6 Where an employee is paid wages by the Employer while absent from employment by reason of any disability, other than one for which the employee would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered, less those legal fees attributable to proving the wage loss claim, to the Employer. Upon receiving such amount

the Employer shall credit the employee's sick leave account with the number of sick leave days proportionate to the amount so recovered.

9.5.7 Family Illness

Effective 2017 July 11:

Where no one other than the employee can provide for the needs of the employee's spouse, child or parent during an illness, an employee, upon approval of the Executive Director or designates, may be granted up to five (5) accumulated sick leave days per year for this purpose.

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

9.5.8 Medical Appointments

A Regular Full-Time Employee will be permitted to use up to seven (7) hours per year from the employee's sick bank to cover absences resulting from attendance at one (1) or more medical appointment(s) where the employee is unable to schedule the medical appointment(s) outside of the employee's hours of work. Employees may request permission to use additional hours of sick time from the employee's sick bank to cover absences in the above circumstances. Such requests will not be unreasonably denied.

9.6 Workers' Compensation

Any employee, whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Employer and the Employer shall pay the employee's full regular wage. If the WCB disallows an employee's claim, or during a period of WCB delay prior to accepting the claim, the Employer will pay full regular wages to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted.

9.7 Retirement

It is agreed and understood that an employee, retiring from the service of the Employer either at minimum retirement age of fifty-five (55) or later and who has completed ten (10) years of continuous service, shall receive one (1) additional month's pay at the current hourly rate.

The above requirement for ten (10) years of continuous service shall not apply to employees employed on or before 1984 July 10.

9.8 Municipal Pension Plan

All employees who are required to participate in and under the terms of the Municipal Pension Plan in accordance with the Rules made under the authority of the Public Sector Pension Plans Act will participate in the Municipal Pension Plan.

Where, due to a layoff, a full-time employee has had her hours of work reduced and her employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked and are subject to the requirements of the Rules made under the authority of the Public Sector Pension Plans Act.

9.9 On-Call and Regular Part-Time Employee Benefits

9.9.1 On-Call Employees

An allowance of twelve percent (12%) of regular wages shall be paid to On-Call Employees as payment for all benefits set out in this Agreement, including those providing for time off with pay. Upon completion of nine hundred and thirteen (913) hours of service within two (2) calendar years an On-Call Employee shall receive sixteen percent (16%) of regular salary as payment for all benefits set out in this Agreement. This allowance shall be paid each payday. No other benefits shall be provided to On-Call Employees unless expressly stated in this Article 9.9.

9.9.2 Regular Part-Time Employees

- (1) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (a) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (b) Medical, Extended Health, Dental and Group Life on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;
 - (c) sick leave coverage on a prorated basis (including a proration of the maximum sick leave usage cap of one hundred and eighty (180) days referred to in Article 9.5.2), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (d) WCB "top-up" coverage after completion of six (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (1), the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (1), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (3) commencing on the first (1st) of the month following the expiry of the benefit coverage.

- (3) All Regular Part-Time Employees not covered by paragraph (1) shall be paid an amount equal to twelve percent (12%) of their regular earnings as payment for all benefits set out in this Agreement, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months (e.g. nine hundred and thirteen (913) hours) shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (4) below.
- (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Jury/Crown Witness Duty and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on any unpaid leave of absence.
- (5) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article 9.9.

9.9.3 Effective 2017 July 11:

An On-Call or Regular Part-Time Employee who works on a public holiday will be paid two dollars and fifty cents (\$2.50) for each hour worked on a public holiday in addition to straight-time rates for the normal daily hours and normal overtime rates for any hours worked in excess of normal daily or weekly hours. An On-Call or Regular Part-Time Employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

ARTICLE 10 LEAVE OF ABSENCE

10.1 Professional Development

Upon receipt of a written request, the Employer shall at its discretion, grant employees leave with pay to attend workshops, seminars or conferences.

10.2 Jury and/or Crown Witness Duty

An employee required to serve on a jury or who is subpoenaed as a witness and who is absent from duty shall continue to receive her regular wage. Further, said employee shall turn over or cause to be turned over to the Employer, any monies received as pay, other than meals and mileage.

10.3 Bereavement Leave

10.3.1 Effective 2017 July 11:

An employee shall be granted a maximum of four (4) days' leave, without loss of wages, in the case of the death of a direct relative in the family. Direct relative shall be defined as spouse (including common-law spouse and same sex partner), sibling, step-sibling, sibling-in-law, parent, step-parent, parent-in-law, grand-parent, child, step-child, ward, grandchild, or any other relative living in the employee's household.

10.3.2 Any employee who qualifies for bereavement leave without loss of wages under Article 10.3.1 above, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.

10.3.3 An employee shall be granted one-half (½) day with pay to attend a funeral as a pallbearer with a maximum of two (2) paid leaves per year.

10.3.4 At the discretion of the Employer, an employee may be granted leave of absence without pay to attend a funeral as a mourner.

10.3.5 Under extenuating circumstances, the Employer may grant leave of absence with pay on the written request of any employee.

10.4 Leave of Absence for Public Office

10.4.1 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay to such employees. In the event that the leave does not exceed five (5) working days, the employee's benefits shall be maintained and the Employer shall pay its usual share of such benefits. Benefits for employees granted leave for a longer period than five (5) working days shall be continued in effect provided they are paid for by the employee.

10.4.2 An employee who is elected to public office shall be granted leave of absence without pay and without benefits.

10.4.3 Employees shall not accumulate seniority while on leave of absence, but upon returning to work shall be credited with the seniority they had prior to commencing the leave.

10.4.4 Upon completion of service in public office an employee may return to the first vacant position for which she is qualified. If a vacancy exists at a higher level than her previous position the employee may apply and compete for the position in the normal manner of filling vacancies.

10.5 Leave of Absence – Union Representatives

10.5.1 All applications for Union leave of absence granted with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall be given precedence over any other applications for leave on the same day.

10.5.2 With respect to any Union leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage and shall render an account to the Union for the representative's regular wage plus an additional amount to reflect the costs of benefits paid by the Employer while representatives are on leave of absence. The additional amount is intended to reflect Employer costs associated with vacation, public holidays, sick leave, workers' compensation, Canada Pension Plan, Employment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental Plan, and Municipal Pension Plan, where applicable. The Union shall reimburse the Employer to the amount rendered within sixty (60) days.

10.5.3 Effective 2017 July 11:

Upon application to, and with the permission of the Executive Director in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of attending workshops, seminars, conferences or conventions of the Union and its affiliates; provided not more than three (3) Union representatives shall be granted leave at any one (1) time.

10.5.4 Upon application to, and with the permission of the Executive Director in each specific case, official representatives of the Union may be granted leave of absence with pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.

10.5.5 Effective 2017 July 11:

Up to two (2) official representatives of the Union shall be granted leave of absence with pay for the purpose of collective bargaining with the Employer. The Union shall inform the Executive Director of its representatives at least three (3) weeks prior to the scheduling of bargaining dates. With the permission of the Executive Director an additional two (2) official representative of the Union may be granted leave of absence without pay for the purpose of collective bargaining with the Employer.

10.5.6 The Employer agrees that any full-time officer of CUPE Local 561 who is on an authorized leave of absence for the purpose of performing her duties as an officer of CUPE Local 561 shall not lose her seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer may return to the first vacant position for which she is qualified. If a vacancy exists at a higher level than her previous position the employee may apply and compete for the position in the normal manner of filling vacancies.

An employee who is elected or selected by the Union for a full-time position with the Union shall be granted a leave of absence without pay provided that the employee provides a minimum of thirty (30) calendar days' notice of the request for the leave of absence.

10.5.7 The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees or any body with which the Union is affiliated shall be granted leave of absence without pay. Employees shall not accumulate seniority while on such leave of absence, but upon returning to work shall be credited with the seniority they had prior to commencing the leave. Upon termination of such period of office, such employee may return to the first vacant position for which she is qualified. If a vacancy exists at a higher level than her previous position the employee may apply and compete for the position in the normal manner of filling vacancies.

10.6 Educational Leave

In the event that the Employer requests an employee to enroll in a course, the Employer will pay the cost of tuition fees and books required for the course up front. In the event the employee either does not complete the course, or fails the course, the employee is required to reimburse the Employer for the full amount of tuition fees and books paid for by the Employer (the "Course Costs").

Prior to enrolling in the course, the Employer and the employee will enter into a written agreement which states how the employee will reimburse the Employer for the Course Costs in the event the employee either does not complete the course or fails the course (the "Repayment Schedule"). The Repayment Schedule will specify the number of pay periods over which the Course Costs must be repaid to the Employer and the amount of the Course Costs that are to be repaid in each pay period. The portion of the Course Costs that are repayable in each pay period will be deducted from the employee's pay. In the event the employee does not have sufficient pay in a pay period to cover the portion of the Course Costs that are repayable in that pay period, the employee will either pay the Employer the difference between the amount deducted from the employee's pay and the amount of the Course Costs that were required to be repaid in that pay period or, by mutual agreement with the Employer, may extend the Repayment Schedule.

Where an employee is required to reimburse the Employer for the Course Costs and the employee's employment with the Employer ends before the employee has reimbursed the Employer for all the Course Costs:

- (a) the Course Costs still owing to the Employer will be deducted from the employee's final pay where the employee's final pay is sufficient to cover the Course Costs; and
- (b) if an employee's final pay from the Employer is not sufficient to cover the Course Costs, the employee is required to immediately repay the remainder of the Course Costs to the Employer.

10.7 General Leave

A Regular Full-Time or Regular Part-Time Employee shall be entitled to request leave of absence, without pay and without loss of seniority, for good and sufficient cause. Such request shall be submitted in writing for approval by the Employer.

Employees who receive a percentage in lieu of vacation benefits and who are required to work either on a regular daily or regular weekly basis, shall be given special consideration when requesting a leave of absence without pay.

10.8 Maternity and Parental Leave

10.8.1 Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

(2) Birth Parent Other than the Birth Mother

A birth parent other than a birth mother is a person who:

(a) is either:

(i) the spouse of the birth mother; or

(ii) the biological father of the child but is not the spouse of the birth mother, and

(b) in addition to the Birth Mother is the only person who has physical custody and care of the child.

An employee who is the birth parent, but who is not the birth mother, shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

In the event the birth mother dies or is totally disabled, an employee who is the birth parent of the child and who has sole physical custody and care of the child as a result of the death or disability of the birth mother shall be entitled to up to fifty-two (52) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Adoptive Parent

An adoptive parent is a parent who is not biologically related to the child and whose spouse is not biologically related to the child.

An employee who is the adoptive parent of a child shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(4) Extensions – Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

10.8.2 Notice Requirements and Commencement of Leave

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

10.8.3 Return to Work

On resuming employment an employee shall:

- (a) be reinstated in his or her previous or a comparable position; and
- (b) maternity and parental leave shall be counted as service for the purposes of:
 - (i) seniority,
 - (ii) pay increments;
 - (iii) benefits, referenced in 10.8.5 herein; and

- (iv) vacation. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid, and
- (c) maternity and parental leave shall not be counted as service for the purposes of public holidays or sick leave.

10.8.4 Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to Article 10.8.4(1), an employee on maternity leave or parental leave who has notified his or her Department Head of his or her intention to return to work pursuant to Article 10.8.2(4) and who subsequently suffers any illness or disability which prevents him or her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he or she would otherwise have returned to work.

10.8.5 Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay his or her share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Any pension contributions for the period of leave will be made in accordance with the Rules of the Municipal Pension Plan.

10.8.6 Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:

- (a) for the first six (6) weeks, which includes the Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

ARTICLE 11 GRIEVANCE PROCEDURE

11.1 Grievances

In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee, the Union Shop Stewards, the Chairperson of the Library Division, and Member at Large.

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work, in the following manner:

Step 1:

An employee shall discuss his/her complaint with his/her immediate supervisor within ten (10) calendar days of the date of the occurrence giving rise to the alleged complaint so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

Step 2:

If the complaint is not resolved at Step 1, a grievance shall be submitted in writing, on a form approved by both parties, to the Human Resources Advisor or designate within ten (10) calendar days of the date of the response at Step 1 of the grievance procedure. A copy of the grievance shall be sent to the Secretary of the Union and to the Executive Director.

If the alleged grievance is not settled by the Human Resources Advisor or designate within ten (10) calendar days, the matter shall be referred by the employee or by the Union to the Executive Director or designate.

Step 3:

Should the Executive Director or designate fail to attain a settlement within ten (10) calendar days then either of the parties may, within a further fourteen (14) calendar days, notify the other party in writing of its desire to submit the difference to arbitration.

11.2 Arbitration

The Arbitration Board will be composed of a single arbitrator to be chosen by the parties unless one of the parties elects to have a three (3) member Arbitration Board. In the event either party elects to have a three (3) member Arbitration Board, that party will notify the other party in writing within ten (10) calendar days of that party's decision to submit the difference to a three (3) member Arbitration Board and include in that written notification the name of that party's nominee to the Arbitration Board. Upon receipt of that notification, the other party will have ten (10) calendar days to provide written notification of that party's nominee to the Arbitration Board. The two (2) nominees shall endeavour to select a third member of the Arbitration Board who shall be the Chairperson. Should the two (2) nominees fail to select such a third member within ten (10) calendar days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expenses and compensation of the Chairperson shall be shared equally between the parties. The expenses and compensation of the representatives selected shall be borne by the respective parties.

Where there is a three (3) member Arbitration Board, the majority decision of the Arbitration Board shall be final and binding on all persons bound by this Agreement, but the Arbitration Board shall not have the power to alter the wording of the Agreement in any way.

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

ARTICLE 12 TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Agreement.

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Article 11 (Grievance Procedure) of this Agreement, bypassing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one (1) or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of his or her displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated.

ARTICLE 13 GENERAL

13.1 Labour Management Committee

- 13.1.1 A Labour Management Committee shall be established with the following principle objectives:
- (1) To develop and maintain a continuous effective channel of labour management communication.
 - (2) To provide a means whereby the Employer can keep the Union and employees informed of proposed organizational and technological changes.
 - (3) To consider and make recommendations to resolve the effects of any proposed changes on individual employees.
 - (4) To consider and make recommendations to resolve matters affecting job security or the training and development of employees on the job.
 - (5) To encourage employee and Union suggestions.

- 13.1.2 Members – The Committee shall be comprised of four (4) members, two (2) to be appointed by the Employer and two (2) to be appointed by the Union.
- 13.1.3 Meeting of Committee – The Committee shall meet when any member has items to discuss (no more frequently than once a month) at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.
- 13.1.4 Chairperson of the Meeting – An Employer and a Union representative shall be designated as Chairperson and Vice-Chairperson and shall alternate in presiding over meetings.
- 13.1.5 Effective 2017 July 11:
- Minutes of Meetings – Minutes of each meeting of the Committee shall be prepared by a secretary appointed by the Employer and agreed to by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. All Committee members, the Library Division Union Chairperson and Union Secretary shall receive an agreed to copy of the minutes within ten (10) days following the meeting. A copy of the minutes shall be distributed electronically.
- 13.1.6 Jurisdiction of Committee – The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

13.2 Medical Examinations

It is agreed and understood that when an employee is required by the Employer to undergo a medical examination, the cost of such examination shall be borne by the Employer.

It is further agreed that this clause shall be applicable to persons about to enter the service of the Employer.

13.3 Vehicle Allowance

Employees who are authorized to use their own vehicle to conduct business on behalf of the Employer shall be reimbursed in accordance with the current Canada Revenue Agency non-taxable rate per kilometer.

13.4 Contracting Out

The Employer has the right to contract out any work, however, such contracting out shall not affect the continued employment of those persons covered by this Agreement.

13.5 Adverse Report

The Employer shall notify an employee in writing of any major expression of dissatisfaction concerning her work within ten (10) working days of the event of the complaint. The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of her record.

13.6 Personnel Records

Effective 2017 July 11:

13.6.1 An employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Article 11. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.

13.6.2 Employees shall, on request of the employee, be granted the opportunity to review the contents of their personnel file. An employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Executive Director or designate. After reviewing the contents of their personnel file, employees may request photocopies of specific documents. Such requests will not unreasonably be denied.

13.7 Gender

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

13.8 Sexual Harassment

The Employer and the Union agree that Sexual Harassment shall not be tolerated in the workplace.

13.9 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Executive Director or designate.

13.10 Union Representation

Effective 2017 July 11:

In the event that an employee is required to attend a meeting where discipline may be imposed, the employee shall be informed of his/her right to have an authorized Union representative present. If the employee does not choose to have a Union representative present, this shall not constitute a basis for challenging any discipline imposed.

13.11 Union Label

Effective 2017 July 11:

Employees may be permitted to wear Union pins and badges provided such pins or badges are approved by the Employer. Such approval shall not be unreasonably denied. The building of the Employer may bear the Union Label provided such is approved by the Employer.

ARTICLE 14 SCHEDULES

The Schedule attached hereto and marked with the letter "A" shall form part of this Agreement.

DATED this 31st day of January, 2019 at the City of Coquitlam in the Province of British Columbia.

“Alice Hale”
CHAIRPERSON OF THE BOARD

“Dave Ginter”
PRESIDENT, C.U.P.E. LOCAL 561

“Todd Gnissios”
EXECUTIVE DIRECTOR

“Allison Hardman”
NEGOTIATING COMMITTEE,
C.U.P.E. LOCAL 561

“Anthea Goffe”

“Halina Fesenko”
CHAIRPERSON, LIBRARY DIVISION,
C.U.P.E. LOCAL 561

“Silvana Harwood”

“Robyn Rees”

“Maryn Ashdown”

“Kathleen Wyatt”

SCHEDULE "A"CLASSIFICATION AND PAY RATES
2016 January 01 to 2020 December 31

<u>Class Title</u>	<u>Pay Grade/Hourly Rate</u>
Customer Assistant 1	10
Library Assistant 1	10
Library Attendant (vacant)	11
Customer Assistant II	12
Branch Assistant	13
Customer Experiences Lead	13
Assistant Acquisitions Clerk	13
Library Assistant/Overdues	13
Library Assistant	13
Interlibrary Loans/Holds Clerk	13
Library Assistant/Support Services - CSO	13
Library Assistant/Technical Services	13
Library Assistant – Information Services	13
Technical Services Processing Clerk	13
Program Assistant	14
Acquisitions Clerk	15
Cataloguing Clerk	15
Library Assistant – Bookmobile Operator	15
Reference Clerk	15
Maintenance/Delivery Driver*	15
Publicity & Promotions Clerk	15
Library Technician	17
Building Services and Delivery Supervisor*	17
Cataloguing Technician	18
Circulation Supervisor	18
Systems Technician	19
Technical Services Supervisor	20
Librarian 1	22
Computer Services Technician	22
Electronic Services Librarian	23
Branch Librarian	24
Collections Librarian	24
Network Support Analyst	24

SCHEDULE "A" (cont'd)

Page 2

<u>Class Title</u>	<u>Pay Grade/Hourly Rate</u>	
Co-ordinator, Adult Services/Community Services	26	
Co-ordinator, Children's Services	26	
Co-ordinator, Information Services	26	
Co-ordinator, Systems & Technical Services	26	
Co-ordinator, Technical Services	26	
Page	<u>Step 1</u>	<u>Step 2</u>
	Jan. 1/16 - \$17.12	\$17.80 per hour
	Jan. 1/17 - \$17.38	\$18.07 per hour
	Jan. 1/18 - \$17.73	\$18.43 per hour
	Jan. 1/19 - \$18.08	\$18.80 per hour
	Jan. 1/20 - \$18.44	\$19.18 per hour

Note: Eligibility for advancement between steps will be as per Schedule "A", using the time periods applicable to Regular Part-Time and On-Call Employees or Pay Grades 9 to 14, as appropriate.

* The monthly rate for this class of positions is based upon a forty (40) hour work week; all other monthly rates are for a thirty-five (35) hour work week.

2016 HOURLY RATES OF PAYEffective 2016 January 01 – 2016 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	19.73	20.51	21.29	22.20	23.06
11	20.51	21.29	22.20	23.06	23.96
12	21.29	22.20	23.06	23.96	24.96
13	22.20	23.06	23.96	24.96	25.99
14	23.06	23.96	24.96	25.99	27.03
15	23.96	24.96	25.99	27.03	28.17
16	24.96	25.99	27.03	28.17	29.33
17	25.99	27.03	28.17	29.33	30.54
18	27.03	28.17	29.33	30.54	31.81
19	28.17	29.33	30.54	31.81	33.12
20	29.33	30.54	31.81	33.12	34.52
21	30.54	31.81	33.12	34.52	35.96
22	31.81	33.12	34.52	35.96	37.46
23	33.12	34.52	35.96	37.46	39.10
24	34.52	35.96	37.46	39.10	40.76
25	35.96	37.46	39.10	40.76	42.45
26	37.46	39.10	40.76	42.45	44.27

2017 HOURLY RATES OF PAYEffective 2017 January 01 – 2017 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	20.03	20.82	21.61	22.53	23.41
11	20.82	21.61	22.53	23.41	24.32
12	21.61	22.53	23.41	24.32	25.33
13	22.53	23.41	24.32	25.33	26.38
14	23.41	24.32	25.33	26.38	27.44
15	24.32	25.33	26.38	27.44	28.59
16	25.33	26.38	27.44	28.59	29.77
17	26.38	27.44	28.59	29.77	31.00
18	27.44	28.59	29.77	31.00	32.29
19	28.59	29.77	31.00	32.29	33.62
20	29.77	31.00	32.29	33.62	35.04
21	31.00	32.29	33.62	35.04	36.50
22	32.29	33.62	35.04	36.50	38.02
23	33.62	35.04	36.50	38.02	39.69
24	35.04	36.50	38.02	39.69	41.37
25	36.50	38.02	39.69	41.37	43.09
26	38.02	39.69	41.37	43.09	44.93

2018 HOURLY RATES OF PAYEffective 2018 January 01 – 2018 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	20.43	21.24	22.04	22.98	23.88
11	21.24	22.04	22.98	23.88	24.81
12	22.04	22.98	23.88	24.81	25.84
13	22.98	23.88	24.81	25.84	26.91
14	23.88	24.81	25.84	26.91	27.99
15	24.81	25.84	26.91	27.99	29.16
16	25.84	26.91	27.99	29.16	30.37
17	26.91	27.99	29.16	30.37	31.62
18	27.99	29.16	30.37	31.62	32.94
19	29.16	30.37	31.62	32.94	34.29
20	30.37	31.62	32.94	34.29	35.74
21	31.62	32.94	34.29	35.74	37.23
22	32.94	34.29	35.74	37.23	38.78
23	34.29	35.74	37.23	38.78	40.48
24	35.74	37.23	38.78	40.48	42.20
25	37.23	38.78	40.48	42.20	43.95
26	38.78	40.48	42.20	43.95	45.83

2019 HOURLY RATES OF PAYEffective 2019 January 01 – 2019 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	20.84	21.66	22.48	23.44	24.36
11	21.66	22.48	23.44	24.36	25.31
12	22.48	23.44	24.36	25.31	26.36
13	23.44	24.36	25.31	26.36	27.45
14	24.36	25.31	26.36	27.45	28.55
15	25.31	26.36	27.45	28.55	29.74
16	26.36	27.45	28.55	29.74	30.98
17	27.45	28.55	29.74	30.98	32.25
18	28.55	29.74	30.98	32.25	33.60
19	29.74	30.98	32.25	33.60	34.98
20	30.98	32.25	33.60	34.98	36.45
21	32.25	33.60	34.98	36.45	37.97
22	33.60	34.98	36.45	37.97	39.56
23	34.98	36.45	37.97	39.56	41.29
24	36.45	37.97	39.56	41.29	43.04
25	37.97	39.56	41.29	43.04	44.83
26	39.56	41.29	43.04	44.83	46.75

2020 HOURLY RATES OF PAYEffective 2020 January 01 – 2020 December 31

<u>Pay Grade</u>	<u>Steps⁺:</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	21.26	22.09	22.93	23.91	24.85
11	22.09	22.93	23.91	24.85	25.82
12	22.93	23.91	24.85	25.82	26.89
13	23.91	24.85	25.82	26.89	28.00
14	24.85	25.82	26.89	28.00	29.12
15	25.82	26.89	28.00	29.12	30.33
16	26.89	28.00	29.12	30.33	31.60
17	28.00	29.12	30.33	31.60	32.90
18	29.12	30.33	31.60	32.90	34.27
19	30.33	31.60	32.90	34.27	35.68
20	31.60	32.90	34.27	35.68	37.18
21	32.90	34.27	35.68	37.18	38.73
22	34.27	35.68	37.18	38.73	40.35
23	35.68	37.18	38.73	40.35	42.12
24	37.18	38.73	40.35	42.12	43.90
25	38.73	40.35	42.12	43.90	45.73
26	40.35	42.12	43.90	45.73	47.69

⁺ Regular Part-Time and On-Call Employees are eligible for advancement from one step to the next (increment) upon the completion of one thousand four hundred (1400) hours of work.

Regular Full-Time Employees are eligible for advancement from one step to the next (increment) as follows:

Pay Grades 9 to 14: Six (6) months eligibility to move from steps 1 to 2 and 2 to 3; thereafter twelve (12) months eligibility.

Pay Grade 15: Six (6) months eligibility to move from step 1 to step 2; thereafter twelve (12) months eligibility.

Pay Grade 16 and above: Twelve (12) months eligibility.

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

This Letter of Understanding is not part of the Collective Agreement but is included here for reference purposes only.

LETTER OF UNDERSTANDING

between the

COQUITLAM PUBLIC LIBRARY BOARD
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561
(the "Union")

SICK LEAVE AND E.I. PREMIUM REDUCTION

The Employer and the Union agree as follows:

1. Layoff or Separation from Employment During a Period of Disability

Should an employee be laid off or separated, by reason other than his/her retirement, prior to termination of his/her illness or injury, the payment of any paid sick leave remaining to the employee's credit will cease at that time, only if

- (a) the disability began less than two (2) months before the layoff or separation, and
- (b) a notice of layoff or separation was given prior to the occurrence of the disability.

In all other situations, the payment of paid sick leave will continue beyond the date of layoff or separation until the earliest of

- (a) the payment of a total of seventy-five (75) days of paid sick leave,
- (b) the end of the disability, or
- (c) the exhaustion of all accumulated days of paid sick leave.

2. Employee Portion of the E.I. Premium Reduction

Upon receipt of the E.I. Premium Reduction, the Employer shall remit the employee portion, as a lump sum, to the Union who shall use it for the benefit of the employees.

This Letter of Understanding shall become effective on the date the Sick Leave Plan qualifies for the E.I. Premium Reduction and shall remain in force as long as the Sick Leave Plan continues to qualify for the E.I. Premium Reduction.

SIGNED ON BEHALF OF THE EMPLOYER:

"Maureen Woods"

"Rhian Piprell"

Date April 29, 2008

SIGNED ON BEHALF OF THE UNION:

"Jim Gorman"

"Jo Patterson"

Date April 29, 2008

This Letter of Understanding is not part of the Collective Agreement but is included here for reference purposes only.

LETTER OF UNDERSTANDING

between the

COQUITLAM PUBLIC LIBRARY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561
(hereinafter called "the Union")

POSTING & SELECTION PROCESS – INFORMATIONAL POSTING OPPORTUNITY AND TEMPORARY POSTING OPPORTUNITY

The Employer and the Union agree that effective the date of ratification of the Memorandum of Agreement renewing the 2007-2011 Collective Agreement, the following provisions will apply in situations where the Employer chooses to post temporary work opportunities:

1. Where the Employer chooses to post temporary work opportunities, the work opportunities will be posted as either an Informational Posting Opportunity ("IPO") or a Temporary Posting Opportunity ("TPO").
2. An IPO will be utilized where the Employer anticipates at the time of posting that the temporary work opportunity will be four (4) months or less and a TPO will be utilized where the Employer anticipates at the time of posting that the temporary work opportunity will be more than four (4) months. The parties acknowledge, however, that the length of the IPO or TPO could vary from what was anticipated. Where an IPO exceeds four (4) months there is not a requirement to repost the work opportunity.
3. IPOs and TPOs are open to Regular Full-Time Employees, Regular Part-Time Employees, and On-Call Employees unless:
 - (i) the employee has been awarded, or is currently in, another IPO or TPO;
 - (ii) a Regular Full-Time Employee or Regular Part-Time Employee has been in their current Regular Full-Time position or Regular Part-Time position for less than six (6) months; or
 - (iii) the IPO or the TPO would result in the Regular Full-Time Employee or Regular Part-Time Employee being paid at the same pay grade/hourly rate unless:
 - the IPO or TPO is for work in a classification that is different from the classification of the employee's permanent position; or

- the IPO or TPO would result in a Regular Part-Time Employee obtaining a position with a greater number of core hours per week than the core hours of the Regular Part-Time Employee's current position, if the Regular Part-Time Employee was successful in obtaining the position.
4. An employee in an IPO or TPO may apply for a permanent position while in the IPO or TPO but, if successful in the competition for the permanent position, the employee will be required to complete the term of IPO or TPO prior to commencing the permanent position.
 5. IPOs and TPOs will be posted on Coquitlam Public Library notice boards for a period of seven (7) calendar days.
 6. The posting for IPOs and TPOs will specify the required knowledge, ability, skills, the hours of work, pay grade or hourly rate, and the anticipated start and end date of the IPO or TPO.
 7. In determining who will be selected for the IPO or the TPO, the required knowledge, ability and skills for the IPO or the TPO shall be the primary consideration. Where the knowledge, ability and skills of two (2) or more applicants are equal, seniority shall be the determining factor. The Union will be advised in writing of the name of the person selected for the IPO or TPO within three (3) days of the selected person accepting the offer of the IPO or the TPO.
 8. A Regular Part-Time Employee who is selected for an IPO or a TPO and who, at the time of selection for the IPO or the TPO, is not already enrolled in the benefits plans in accordance with Article 9.2.2 of the Collective Agreement, will continue to receive pay in lieu of benefits and will not be entitled to be enrolled in the benefits plans or be entitled to any other paid benefits (sick leave, vacation, statutory holiday etc.) contained in the Collective Agreement.
 9. A Regular Part-Time Employee who is selected for an IPO or a TPO and who, at the time of selection for the IPO or the TPO, is already enrolled in the benefits plans in accordance with Article 9.2.2 of the Collective Agreement, will continue to be enrolled in the benefits plan for the duration of the IPO or TPO notwithstanding any contrary provisions in the Collective Agreement.
 10. A Regular Full-Time Employee who is selected for an IPO or a TPO that is less than full-time will continue to be enrolled in the benefits plan for the duration of the IPO or TPO.
 11. An On-Call Employee who is selected for an IPO or TPO will remain an On-Call Employee and will not be entitled to any benefits or any additional pay in lieu of benefits as a result of obtaining an IPO or TPO and will continue to receive pay in lieu of benefits pursuant to Article 9.9.1 of the Collective Agreement.

12. This Letter of Understanding will expire on 2015 December 31 unless the Union and the Employer agree, in writing, to extend this Letter of Understanding.

SIGNED this 19 day of April, 2013.

ON BEHALF OF THE EMPLOYER:

“Rhonda L. Bender”

“R. Piprell”

“S. Harwood”

“K. Glover”

“S. Chen”

ON BEHALF OF THE UNION:

“Heather Inglis”

“Rory Weston”

“M. Williams”

“Dave Ginter”

This Letter of Understanding is not part of the Collective Agreement but is included here for reference purposes only.

LETTER OF UNDERSTANDING

between the

COQUITLAM PUBLIC LIBRARY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561
(hereinafter called "the Union")

HOURS OF WORK (COMPUTER/SYSTEMS POSITIONS)

The Employer and the Union agree that it is beneficial to the Employer and the employees who work in the Systems Technician and Network Support Analyst positions to have flexible hours of work. As a result the parties agree that the hours of work and overtime provisions of the Collective Agreement do not apply for these positions; instead, the following provisions will apply:

1. A full-time employee shall work one hundred and forty (140) hours in each four (4) week period (two (2) pay periods).
2. The employee shall be entitled to at least eight (8) days off during each four (4) week period, exclusive of vacation and other approved leaves.
3. Where a public holiday occurs during the four (4) week schedule, the employee will be entitled to one (1) extra day off during the four (4) week period which would count as seven (7) hours towards the one hundred and forty (140) hour total.
4. Scheduling of the specific hours of work in each day, and the days off in each four (4) week period, shall be done by the employee in conjunction with the employee's supervisor, or in the supervisor's absence, the Executive Director.
5. Where an employee is required to work in excess of one hundred and forty (140) hours in the four (4) week period, the employee will be paid overtime as follows:
 - (a) at one and one-half times (1½X) the regular rate of pay for the first twenty (20) hours worked in excess of one hundred and forty (140) hours; and
 - (b) at two times (2X) the rate of pay for all hours in excess of one hundred and sixty (160) hours in the four (4) week pay period.

6. Overtime may be taken as time off with pay rather than as pay, with the approval of the Executive Director.
7. Pay for vacation, sick leave and other leaves will be based on a seven (7) hour day.

This Letter of Understanding will remain in effect until the [expiry of the Collective Agreement that renews the 2007-2011 Collective Agreement], unless cancelled by either party on six (6) months' written notice to the other party.

SIGNED this 19 day of April, 2013.

ON BEHALF OF THE EMPLOYER:

"Rhonda L. Bender"

"R. Piprell"

"S. Harwood"

"K. Glover"

"S. Chen"

ON BEHALF OF THE UNION:

"Heather Inglis"

"Rory Weston"

"M. Williams"

"Dave Ginter"
