

COLLECTIVE AGREEMENT

Between

**OKANAGAN REGIONAL LIBRARY
BOARD OF MANAGEMENT**

(hereinafter called the “Employer”)

And

**THE PROFESSIONAL EMPLOYEES
ASSOCIATION**

(hereinafter called the “Union”)

January 1, 2021 to December 31, 2023

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ARTICLE 1 INTRODUCTION

ARTICLE 1.01 Use of Singular

Wherever in this Agreement the singular is used, it understood that the reference shall include the plural where the context so requires.

ARTICLE 1.02 Gender Neutral

Gender Neutral language to be used throughout the contract.

ARTICLE 1.03 No Discrimination

The parties agree that there will be no discrimination practiced with respect to any employee because of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the Employee, or by reason of any other prohibited ground contained in the British Columbia Human Rights Act, nor by reason of membership in the union. Bona fide occupational requirements or actuarial distinctions shall not constitute discrimination.

ARTICLE 1.04 Definitions

Terms used in this Agreement shall have the meaning ascribed to them in definitions described in Appendix A to this Agreement.

ARTICLE 2 UNION RECOGNITION, RIGHTS & SECURITY

ARTICLE 2.01 Bargaining Unit

The bargaining unit shall consist of all Employees for whom the Union has been certified to bargain collectively pursuant to the Labour Relations Code, save and except for the Chief Executive Officer, the Director of Public Services, Chief Financial Officer, Director of Human Resources, Chief Technology Officer, Director of Marketing & Communications, Administrative Assistant, and the Human Resources Assistant.

a) Bargaining Agent

The Employer recognizes the Union as the exclusive bargaining agent for all Employees for whom the Union has been certified as a bargaining agent.

b) No Other Agreement

No other agreement with any individual Employee or other organization shall supersede or contravene the terms of this Agreement. No Employee covered by this Agreement shall be required or permitted to make written or oral agreement with the Employer or its representatives which conflict with the terms of this Agreement.

c) Outside Bargaining Unit

Persons outside the bargaining unit will not perform bargaining unit work that would result in layoff or loss of hours of work for Employees in the bargaining unit.

ARTICLE 2.02 Bulletin Boards

The Employer agrees to allow the Union reasonable access to bulletin board facilities in designated staff areas.

ARTICLE 2.03 Recognition of Rights of Union Representatives

- a) The Employer will recognize the officials of the Union, as designated in Appendix A for the purpose of formal relations between the Employer and the Union.
- b) The Union shall notify the Employer of the jurisdiction and names of all local representatives.

ARTICLE 2.04 Time off for Union Business

- a) Subject to operational requirements, the Employer agrees to grant leave of absence with pay to Employees who are representatives of the Union on the Union Bargaining Committee required to attend negotiation meetings with the Employer held during normal working hours. Times for such meetings will be mutually agreed-to by the Union and the Employer. The maximum number of these representatives shall be two (2).
- b) The Employer recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend negotiations, and the Employer agrees to grant leave of absence with pay to an alternative representative on such occasions, subject to operational requirements.
- c) The Union agrees to furnish the Employer with a list of designated Bargaining Committee members and to provide the Employer with a list of the Union participants at each negotiating session.
- d) Should additional Employees be required to attend negotiations for the purpose of providing information or advice, leave of absence without pay may be granted, subject to operational requirements.

ARTICLE 2.05 Access to Worksite

Union officials shall have access to the worksites after first obtaining permission from the Employer's designated representative, who will notify the appropriate supervisor. Such permission shall not be unreasonably withheld. The Union agrees that contact with Employees will be made outside working hours, unless otherwise agreed or provided for in this Agreement.

ARTICLE 2.06 Picket Lines

The Employer recognizes the right of an Employee, as a matter of conscience, to refuse to cross a legal picket line. Such absence shall be without pay or benefits.

ARTICLE 2.07 Membership

- a) Every Employee covered by the Agreement shall become and remain a member of the Union.
- b) The Employer agrees to distribute Union membership applications to new Employees.

ARTICLE 2.08 Dues Deduction

- a) Every Employee in the bargaining unit shall, as a condition of continuing employment, authorize deduction from the Employee's bi-weekly salary, of Union dues and fees and shall pay such dues and fees to the Union. On receipt of an Employee's written authorization, the Employer agrees to deduct monthly from the salary of each Employee, membership dues in the Union in the amount specified by the Union and to forward to the Union the total amount of such dues or fees collected.
- b) The Employer agrees to provide a monthly list of Employees for whom deductions were made in that month, together with a supplementary list of those Employees within the bargaining unit for whom a deduction was not made.

ARTICLE 2.09 NEW EMPLOYEE ORIENTATION

The employer agrees to make accessible to all new employees with a copy of this collective agreement. The PEA local representative shall be permitted up to one (1) hour without loss of pay once per each new employee to familiarize them with the union and the collective agreement.

ARTICLE 3 MANAGEMENT RIGHTS

ARTICLE 3.01 Rights of Management

Except as otherwise provided in this Agreement, the ORL Board or its delegated officer has exclusive control over the management, supervision and administration of the Library and the direction of the working force. All management functions, rights, powers and responsibilities which the Employer has not modified by this Agreement are retained and vested exclusively in the Employer.

ARTICLE 4 GRIEVANCES AND ARBITRATION

ARTICLE 4.01 Introduction

Any difference arising out of the interpretation or application of this Agreement, including a question as to whether a matter is arbitrable shall be resolved in the manner hereinafter set forth, without stoppage of work or interruption of services.

This Article constitutes the procedure for making a final and conclusive determination of any dispute (hereinafter referred to as the grievance) respecting:

- a) The interpretation, application, operation, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.
- b) The dismissal, discipline or suspension of an Employee. The parties agree that grievances can frequently be resolved by discussion between the Employee and the Employee's immediate supervisor.

In the hope that disputes can be resolved amicably, discussions between the parties to any grievance shall be encouraged at each step.

ARTICLE 4.02 First Step

The grievance shall first be taken up verbally with the Employee's immediate supervisor. Settlement at Step One (1) will not be used as a precedent by either party.

ARTICLE 4.03 Second Step

Through the Union a grievance not resolved at Step One (1) may, within thirty (30) days of the incident prompting the grievance, be submitted in writing to the Chief Executive Officer or designate. A meeting with the grievor and one or more representatives of the Employer and the Union will be held within ten (10) days following receipt of the letter to attempt to resolve the grievance.

Once a grievance is submitted at Step Two (2) the Employer agrees that it will not conduct discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee without the presence of a Union representative.

ARTICLE 4.04 Third Step

If the grievance is not satisfactorily resolved at Step Two (2), it should be referred, in writing, to the Chairperson of the Personnel Committee of the Library Board or designate within fourteen (14) days of the decision at Step Two (2). The Chairperson shall meet with the aggrieved party and a representative of the Union within fourteen (14) days of receipt of the grievance. The Chairperson shall submit a written reply within fourteen (14) days of the meeting.

ARTICLE 4.05 Procedure

If the grievance is not settled at Step Three (3), within thirty (30) days following the meeting, arbitration may be requested by either party.

ARTICLE 4.06 Arbitration Procedures

- a) The party submitting the grievance or dispute to arbitration shall do so by notifying the other party in writing of this.
- b) By agreement of the parties, an arbitration board may comprise a sole arbitrator. Failing such agreement, the arbitration board will comprise a member nominated by the Employer, a member nominated by the Union, and a chairperson appointed by the parties' nominees.
- c) In the event that the parties agree on a sole arbitrator but cannot agree on the name of an arbitrator, either party may, within fifteen (15) days of referral of a matter to arbitration, request the Chairperson of the Labour Relations Board to make the appointment.
- d) In the case of a three-member arbitration board, where one party fails to appoint a nominee within fifteen (15) days of referral of a matter to arbitration, either party may request the Chairperson of the Labour Relations Board to make the appointment.
- e) Where both parties appoint nominees but the nominees cannot agree on the name of a chairperson within fifteen (15) days of the last nominee's appointment, either nominee may request the Chairperson of the Labour Relations Board to appoint a chairperson.
- f) The arbitrator may determine the arbitrator's own procedure in accordance with the Labour Relations Code and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.
- g) The decision of the arbitrator shall be final, binding and enforceable on both parties and on any Employee(s) affected by it. The arbitrator shall not make any award contrary to the conditions or Articles of this Agreement, or in amendment to this Agreement.
- h) Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which the arbitrator shall make every effort to do within seven (7) days of receipt of the application. The party requesting the clarification shall pay the full costs of the clarification, unless the parties mutually agree to share the costs.
- i) Each party will bear fifty percent (50%) of the cost of arbitration meeting facilities and arrangements and of the fees and expenses of the sole arbitrator or chairperson. Each party will be responsible for the full costs, fees and expenses of their nominee, advocate, witnesses, etc.

ARTICLE 4.07 Procedural Errors and Time Limits

In the spirit of this Agreement, it is the intent of the parties that grievances shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the grievance.

Failure by the party advancing the grievance to comply with the time limit specified herein shall render the grievance untimely and the grievance shall be deemed abandoned. In the case of a decision which must be forwarded by email, the date on the email shall constitute the date of reply for the purpose of this Article. For the purposes of this Article, "day(s)" refers to calendar days.

ARTICLE 4.08 Dismissal or Suspension

In the case of a dispute arising from an Employee's dismissal or suspension, the grievance shall commence at Step Two (2) of the grievance procedure within thirty (30) days of the Employee receiving notice of dismissal or notice of suspension.

ARTICLE 4.09 General Interpretation Grievance

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of the Agreement, the dispute shall be discussed initially between the Employer and the Union within forty-five (45) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in this Article.

ARTICLE 4.10 Supervisory Employees' Responsibility

If a grievance arises as a result of the exercise of managerial or supervisory authority by any Employee, the Union recognizes that the first responsibility of such Employee is to the Employer, and it will not attempt in any way to influence such Employee to act otherwise.

ARTICLE 5 DISMISSAL, SUSPENSION AND TERMINATION

ARTICLE 5.01 Burden of Proof

The Employer shall not discipline, suspend or discharge an Employee except for just cause. The burden of proving just cause rests with the Employer.

ARTICLE 5.02 Disciplinary Action

- a) An Employee who receives an adverse report or who is given a warning letter shall be given an opportunity to correct the unsatisfactory conduct before further disciplinary action is taken except in cases where the Employee is being suspended or dismissed.
- b) Where an Employee is being suspended with the intent to dismiss or is being dismissed, the Employee shall be notified immediately in writing with a copy to the Union. Such notification shall state the reason for the action taken.
- c) An Employee shall have the right to have a local representative present when that Employee is subject to discipline and will be told of this right prior to any discipline meeting. A local representative subject to discipline shall have the right to have a Union Representative present in any discipline meeting.

ARTICLE 5.03 Termination During Employment

- a) The employment of an Employee, shall be terminated only in one of the following ways:

- (i) resignation;
 - (ii) retirement, early or otherwise;
 - (iii) dismissal for cause;
 - (iv) abandonment of position;
 - (v) death;
 - (vi) failure to return from an approved leave of absence;
 - (vii) expiration of recall rights as provided in this Agreement;
 - (viii) failure to return to work within eight (8) working days of being notified of recall; and
 - (ix) in the case of an Auxiliary Employee – has not worked auxiliary hours for more than six (6) consecutive calendar months; and
 - (x) As provided elsewhere in this Agreement.
- b) An Employee who fails to report for duty for five (5) consecutive working days without informing the Employee's supervisor of the reasons for the absence, shall be understood to have abandoned the Employee's position. The Employee shall be afforded the opportunity to rebut such decision and to demonstrate that there was just cause for not having informed the Employer.
- c) The Employer may terminate any probationary Employee for cause. The test of cause for rejection shall be attest of suitability of the probationary Employee for continued employment in the position to which the Employee has been appointed.
- d) Where an Employee disagrees with the Employer's decision to terminate said Employee during the probationary period the Employee shall do so through the grievance procedure set out in Article 4.

ARTICLE 5.04

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated as soon as possible for all time lost in an amount equal to their normal earnings during the pay period immediately preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

ARTICLE 6 PERSONNEL FILE

ARTICLE 6.01 Access to File

During normal working hours, and in the presence of the Director of Human Resources or designate, every Employee has the right of access to the Employee's personnel file.

ARTICLE 6.02 Documents on File

If the Employer intends to place a written complaint or any documentation of disciplinary matters on an Employee's personnel file, a copy of this documentation will be forwarded to the Employee concerned at the time that the documentation is inserted in the personnel file. It will be noted on the documentation that a copy has been placed on the Employee's personnel file.

ARTICLE 6.03 Removal of Documents

The personnel file shall contain only valid and relevant material. In the event that an Employee requests, in writing, that material be removed from the Employee's personnel file and the Employer declines such a request, then the request will become part of the personnel file. In the event that the Employer does not agree to removal of specified material, the Employee may file a grievance.

ARTICLE 7 PERFORMANCE APPRAISALS

ARTICLE 7.01

The Union agrees that the Employer has the responsibility and the right to appraise the performance of Employees.

ARTICLE 7.02

The Employee shall sign the appraisal indicating either acceptance of, or disagreement with, the appraisal. If the Employee signs indicating disagreement, the Employee has the right to amplify the reasons for the disagreement; such amplification shall be attached to, and become part of, the appraisal.

ARTICLE 8 SENIORITY

- a) Seniority is defined as the length of continuous service in the employment of the Employer. Service seniority for part-time Employees shall be prorated on the basis of one year's seniority for every one thousand eight hundred twenty-seven (1827) hours completed.
- b) Upon successful completion of a probationary period, the commencement date with the Employer shall be the seniority date for the purpose of determining seniority.
- c) Seniority shall continue to accrue during paid leaves of absence and during unpaid leaves of absence of less than one (1) month in duration. An Employee's seniority shall be maintained unless lost by reason of Article 5.04 (Termination).
- d) Auxiliary employees who become regular Employees will have time worked as an auxiliary credited to their seniority.

ARTICLE 9 LAYOFF, RECALL AND SEVERANCE

ARTICLE 9.01 Layoff and Recall

- a) In the event of a contemplated reduction of staff, the Employer shall advise the Union, providing relevant information relating to the circumstances. Where a redundancy has been identified, and before any layoff occurs, the Employer shall conduct an appropriate canvass not to exceed five working days of bargaining unit members to determine whether layoff can be avoided by use of alternatives such as voluntary placement into vacant positions, resignation with severance pay as provided under Article 9.02, job sharing where approved, or early retirement.
- b) In the event of layoffs, such layoffs shall be in reverse order of seniority, as determined in Article 8, within classification levels.
- c) An Employee about to be laid off may bump downward or laterally any Employee with less seniority and into a position that has an equal or lesser amount of hours, provided the Employee exercising the right is qualified to perform the work of the less senior Employee. For the purpose of this article downward or lateral shall mean the same or a lower-rated classification. The right to bump shall be exercised within ten (10) working days of receiving notice. Employees who bump downward will retain current hourly rate for the first four weeks, and then move to the mid-point of the two bands (new and old) for the next two (2) weeks and then move to the designated rate, beginning week seven (7)
- d) Employees who receive notice of layoff shall, subject only to their being qualified and capable of performing available work after a reasonable period of familiarization, be placed in a vacant position at their present classification, or should no such vacancy exist, in the

highest lower-classified vacancy, provided that such vacancies have an equal or lesser amount of hours.

- e) If there is a recall after a layoff, Employees on layoff shall be entitled to be recalled in the order of seniority, as determined in Article 8, for a period of twelve (12) calendar months following the date of layoff. Laid off Employees are responsible for informing the Employer, in writing, of where they may be contacted during the layoff period. New Employees shall not be hired until those laid off have been given an opportunity of recall.
- f) The Employer agrees to notify Employees who are to be laid off four (4) weeks prior to the date of layoff.
- (g) An Employee's right to recall is lost if twelve (12) calendar months elapse from the date of layoff and the Employee has not been recalled.

ARTICLE 9.02 Severance

On receiving notice of layoff, an Employee may opt to resign and accept severance pay in the following amount:

- a) for service of less than three (3) months, no payment;
- b) for three (3) months but less than three (3) years, two (2) weeks;
- c) for three (3) years but less than eight (8) years, one (1) week per completed year of service up to a maximum of eight (8) weeks pay;
- d) for eight (8) or more years, two (2) weeks per completed year of service to a maximum of twenty-four (24) weeks pay;
- e) "weeks pay" shall mean the average weekly wages received over the eight (8) weeks prior to layoff notice.

ARTICLE 10 TRANSFER

Where an Employee's position is transferred to another location, the Employer may transfer the affected Employee but agrees to exercise this right only after consultation with the affected Employee.

If the Employee does not wish to transfer, the Employee may elect severance pay pursuant to Article 9.

ARTICLE 11 HOURS OF WORK

Hours of work for a full time Employee are thirty-five (35) hours per week.

An Employee called-in to work during regular working hours shall be paid for a minimum of four (4) hours.

It is agreed that the Employer may, for a specified period of time, introduce modified work week scheduling which shall alter the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected Employee(s) and provided that the total hours worked bi-weekly does not exceed seventy (70) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived. In addition, the employee may make a request for consideration of a modified work schedule to be confirmed by mutual agreement.

A regular Employee shall have the right to decline to work a split shift. Such right may be waived by mutual agreement.

Regular Employees shall be entitled to two (2) consecutive days of rest. Such right may be waived by mutual agreement.

In shifts between 4 and 5.5 hours, a 15 minute paid rest break shall be provided. In shifts six hours or more, two – 15 minute paid rest breaks shall be provided. Given the flexible nature of PEA work hours, employees may take these breaks on a flexible basis, based on operational considerations.

ARTICLE 12 PAID HOLIDAYS AND VACATIONS

ARTICLE 12.01 Statutory Holidays

The Employer shall grant as paid statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other such holidays as declared by the local municipal government, province of British Columbia, or Government of Canada.

- a) Regular Employees shall not have their pay reduced by virtue of holidays specified in this Article. Other Employees, if they have worked their last scheduled day before, and their next scheduled day after the paid holiday, shall receive holiday pay.
- b) Part-time Employees shall be entitled to the aforesaid paid holidays on a pro-rata basis. Part-time Employees will have the option of taking cash or selecting an equivalent amount of paid time off.
- c) Employees who work on a statutory holiday at the request of the Employer shall be paid for that day at one and one-half (1 ½) times the Employee's regular wage for the time worked in addition to a working day off with pay to be taken within six (6) months of the statutory holiday.

ARTICLE 12.02 Holiday Falling on a Day of Rest

Should a paid holiday fall on an Employee's scheduled day of rest, the Employee shall observe the holiday with pay at a time mutually agreed to between the Employee and the Employee's immediate supervisor.

ARTICLE 12.03 Holiday Coinciding with a Day Vacation

When any designated paid holiday falls within an Employee's scheduled vacation, the Employee shall be granted one (1) additional day's vacation at a mutually agreeable time.

ARTICLE 12.04 Vacations

For the purposes of this Article, a "vacation year" shall be the calendar year commencing January 1 and ending December 31.

- a) A regular full-time Employee who has received at least ten days pay at straight time rates for each calendar month will have an annual vacation entitlement as follows:
- b) During the first (1st) part calendar year of service, one point eight three (1.83) days for each month or portion of a month greater than one half (1/2), worked by December 31st.
- c) During the second (2nd) and up to and including the ninth (9th) year of service, twenty-two (22) working days.
- d) During the tenth (10th) and up to and including the fourteenth (14th) year, twenty-five (25) working days.

- e) During the fifteenth (15th) and up to and including twenty-fourth (24th) year, thirty (30) working days.
- f) During the twenty-fifth (25th) and all subsequent years of service, thirty-five (35) working days.
- g) Employees engaged on a part-time basis, or Employees to whom a leave of absence without pay, in excess of one (1) month has been granted, or Employees who terminate before the end of a fiscal year, shall be entitled to annual vacation on a pro-rata basis.
- h) Auxiliary employees shall receive 12.9% of their gross earnings on each cheque in lieu of vacation, sick leave, and health and welfare benefits.

ARTICLE 12.05 Vacation Scheduling

- a) Vacation shall be taken at a time mutually agreed to between the Employer and the Employee. Subject to operational requirements, an Employee shall be entitled to take the Employee's full annual vacation entitlement in one (1) unbroken period.
- b) Employees who leave the Okanagan Regional Library prior to December 31st of any given year, shall have an adjustment made on his/her final pay to compensate for any vacation days taken but not earned.

ARTICLE 12.06 Vacation Carryover

- a) Vacation entitlement shall be taken in the calendar year in which it is earned. A single vacation period which overlaps the end of a calendar year shall be considered a vacation for the vacation year in which the vacation commenced. The portion of
- b) vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover. An Employee may carry over up to five (5) days vacation leave into the next vacation year, but such days must be taken within six (6) months of the carryover unless other arrangements receive the prior written approval of the Chief Executive Officer. These arrangements include the carryover of more than five (5) days. Such approval shall not be unreasonably withheld.
- c) vacation which has accrued under this Article but is unused shall be paid out upon termination of employment at the rate at which it was earned.

ARTICLE 12.07 Illness During Vacation

Where an Employee becomes ill or incapacitated while on vacation and substantiates the illness to the satisfaction of the Employer, then the vacation will be rescheduled.

ARTICLE 13 HEALTH BENEFITS

ARTICLE 13.01 Health Benefits

It is understood and agreed that it is the responsibility of the Employee to become familiar with details of coverage and requirements for eligibility of the benefit plans referred to in this Article and that neither the Union nor the Employer has responsibility for ensuring that all requirements for eligibilities or conditions of coverage or entitlement to benefits are met by the Employee beyond the obligations specifically stipulated in this Agreement. The Employer agrees to provide each Employee with a written outline of current benefit provisions, as applicable.

ARTICLE 13.02 Medical Insurance

The Employer shall contribute 80% of the premiums of the recognized medical and extended health benefit plan for all regular Employees who hold a permanent half time or more position.

The extended health care plan shall include vision care coverage of \$550 per twenty-four (24) months. The extended health care plan has an unlimited lifetime limit.

ARTICLE 13.03 Dental Plan

The Employer shall contribute 80% of the premiums of the dental plan. Part-time Employees working at least 17.5 regularly scheduled hours weekly shall be eligible for the dental plan.

Part A - 80%
Part B - 80%
Part C - 50% (Lifetime maximum of Two Thousand Dollars (\$2,000.00) per person.)

ARTICLE 13.04 Group Life Plan

The Employer shall pay 80% of the premiums of the group life plan. All eligible Employees must participate in the Plan. The benefit is two (2) times an Employee's annual salary.

ARTICLE 13.05 Long Term Disability

The Employer will maintain the current Long-Term Disability Plan and each Employee who participates shall pay one hundred (100%) percent of the cost of premiums. All eligible Employees must participate in the Plan.

ARTICLE 13.06 Changes to Benefit Contracts

The Union recognizes the right of the Employer to change Carriers for the benefit plans referred to in Article 13. The Employer shall not change the terms of the existing plans without the agreement of the Union.

ARTICLE 13.07 Sick Leave

- a) An Employee shall be entitled to paid sick leave on the basis of one and one half (1 1/2) days for each month of continuous service. Employees on part-time appointments and/or Employees working a partial month will accrue sick leave on a pro-rata basis. When an Employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay.
- b) All absences on account of illness or injury, except absences for which compensation is payable under the Worker's Compensation Act, shall be charged against an Employee's sick leave credits.
- c) Employees must report all absences on account of illness or injury, and provide medical proof of illness or injury as requested by the Employer. If an Employee has repeated absences of a short-term duration, the Employer may be advised that proof of illness will be required for future absences.
- d) When an Employee returns to work after an approved leave of absence or layoff, the amount of accrued sick leave at the beginning of such leave of absence or layoff shall be credited to the Employee.
- e) Individuals employed as of the signing date of the Agreement shall maintain sick leave days accumulated to that date. Individuals who commence employment after the signing date of the Agreement, and Employees with less than 120 days of accumulated sick leave are entitled to accumulate sick leave as provided in this Article to a maximum of one hundred twenty (120) days.

- f) A record of all unused paid sick leave shall be kept by the Employer. Any Employee shall be advised on application of the amount of sick leave accrued to the Employee's credit.
- g) Sick leave without pay shall be granted to an Employee who does not qualify for sick leave with pay. Such leave shall be granted to a maximum of one year and any extension thereafter shall be by mutual agreement of the parties hereto. An Employee returning to work after sick leave without pay in excess of thirty (30) days shall provide the Employer with at least two (2) weeks notice. Failure to return upon expiry of such leave of absence shall constitute termination in accordance with Article 5.04 (vi).

ARTICLE 13.08 Employee Assistance Program

An Employee Assistance Program for Employees and members of their immediate family, with whom the Employee normally resides, shall be provided.

ARTICLE 14 MATERNITY, PARENTAL AND ADOPTION LEAVE

ARTICLE 14.01 Maternity Leave

- a) An Employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- b) An Employee shall notify the Employer in writing of the expected date of the termination of the pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- c) The period of maternity leave may commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

ARTICLE 14.02 Parental Leave

- a) Upon written request, an Employee shall be entitled to standard parental leave of up to thirty-five (35) consecutive weeks without pay or extended parental leave of up to sixty-two (62) consecutive weeks without pay.
- b) Where both parents are Employees of the Employer, the Employees shall determine the apportionment of the thirty-five (35) weeks or sixty-two (62) weeks parental leave between them.
- c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- d) Leave taken under this clause shall commence:
 - i) In the case of a parent who takes leave under Article 14.01 in relation to the birth of the child or children, immediately following the conclusion of leave taken pursuant to Article 14.01;
 - ii) In the case of a parent who does not take leave under Article 14.01 in relation to the birth of the child or children, the parental leave must begin within the seventy-eight (78) week period after the birth date of the child or children. Such leave request must be supported by appropriate documentation.

ARTICLE 14.03 Adoption Leave

Upon request and with appropriate documentation, an Employee is entitled to adoption leave of up to thirty-seven (37) weeks without pay or extended adoption leave of up to sixty-two (62)

weeks without pay, which must begin within the seventy-eight (78) weeks following the adoption of a child.

ARTICLE 14.04 Extensions of Leave

Employees who are entitled to leave pursuant to Articles 14.01 and 14.02 or Articles 14.02 and 14.03 shall be entitled to an extended unpaid leave of up to an additional six (6) months. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 14.01, 14.02 or 14.03.

ARTICLE 14.05 Benefits Continuation

- a) For leaves taken pursuant to Articles 14.01, 14.02, 14.03 and 14.04, the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- b) Notwithstanding a) above, should an Employee be deemed to have resigned, the Employer will recover monies pursuant to this clause.

ARTICLE 14.06 Entitlements Upon Return to Work

- a) An Employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the Employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

On return from maternity, parental, adoption or extensions to such leaves, an Employee shall be placed in the Employee's former position or in a position of equal rank and basic pay. Vacation entitlements will continue to accrue during a maternity, parental, adoption or extensions to such leaves. Upon notice of intent to return from their leave, the employee will take the accumulated vacation earned during the leave by transitioning from leave to paid vacation, or take a payout of the vacation accrual, before commencing their regular duties. Up to ten (10) days (prorated for part-time employees) of accumulated vacation earned during the leave may be retained.

ARTICLE 15 GENERAL CONDITIONS

ARTICLE 15.01

The Union agrees that if an Employee voluntarily holds more than one position within the bargaining unit, the Employee may compound the positions held for the purpose of benefit and seniority entitlements.

ARTICLE 16 LEAVES OF ABSENCE

ARTICLE 16.01 Bereavement Leave

- a) In the case of bereavement in the immediate family, an Employee not on leave of absence without pay, shall be entitled to special leave at the Employee's regular rate of pay. Such paid leave shall not exceed five (5) work days.

In the event of the death of a close friend, an Employee not on leave of absence without pay, shall be entitled to special leave, not exceeding three (3) work days, at the Employee's regular rate of pay.

- b) For the purpose of this clause only, "Immediate Family" is defined as an Employee's parent, spouse/partner (which includes traditional, same sex and common law), grandparent, grandchild, parents-in-law, child (which includes adopted and foster), siblings.
- c) One (1) day shall be granted without loss of salary to attend a funeral as a pallbearer.
- d) In the event of the death of a close relative other than those defined in b), the Employee shall be entitled to special leave with pay for one (1) day for the purpose of attending the funeral and for grieving.
- e) Upon request by an Employee, an unpaid extension of the Bereavement Leave in Article 16.01 a) or d) may be granted by the Employer to a maximum of two (2) calendar weeks of total leave. The approval of such an unpaid extension shall not be unreasonably withheld by the Employer.
- f) An Employee is not eligible for bereavement leave for any period in which the Employee is receiving other payments, including designated holidays, illness benefits or disability pay.
- g) When an Employee who is on paid vacation informs the HR department of a death in the immediate family, that Employee may take such time as bereavement leave, without loss of the balance of the scheduled vacation time. Notification must be provided immediately to facilitate the change and appropriate documentation must follow upon return of the Employee. For the purposes of this clause, immediate family follows the definition outlined in Article 16.01(b).

ARTICLE 16.02 Family Illness

An eligible Employee may use a maximum of ten (10) days annually of their sick leave to attend to a dependent child, or spouse, or parent or grandparent.

At the Employer's discretion, an Employee may use additional sick leave credits to care for a sick family member.

The Employer reserves the right at any time to request that the Employee provide a report from a qualified medical practitioner.

ARTICLE 16.03 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, and subject to the operational requirements of the work unit, an Employee will be entitled to reasonable time off for medical and dental appointments for the Employee or for the Employee's dependent children. The Employee agrees to advise the Employer of the time required and ensure that no work hours are lost or to charge full time off required against sick leave entitlement.

ARTICLE 16.04 Leave for Court Appearances

- a) When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an Employee shall continue to receive regular pay. The Employee shall turn over to the Employer any monies received for court appearance, except travelling and meal allowances not reimbursed by the Employer. Leave of absence to appear in one's own defence or in appearances created by the Employee's private affairs shall be without pay.
- b) If an Employee is required to attend at court during working hours in regard to an action arising out of employment with the Employer, the time spent at court shall be at the Employee's regular salary.

ARTICLE 16.05 General Leave

- a) The Employer may grant a short-term leave of absence of one (1) calendar month or less without pay for purposes other than those specified to an Employee who makes such a request in writing to the Employee's immediate supervisor. Approval shall not be unreasonably withheld.
- b) The Employer may grant a longer term of leave of absence without pay upon written request. Approval shall not unreasonably be withheld.
- b) Vacation entitlement must be used prior to any application for general leave being granted under Article 16.05(b).

ARTICLE 16.06 General Provisions

Except in those circumstances where written notice is required prior to a leave being taken, an Employee who has taken any leave set out in Article 16 must provide to the Employee's immediate supervisor a written notice of the type of leave and its duration upon the Employee's return to work.

ARTICLE 16.07 Union Business or Arbitration Proceedings

a) Leave Without Pay

Subject to operational requirements, the Employer shall upon written request, grant leave of absence without pay to:

- (i) a reasonable number of Employees for conducting official Union business, provided at least five (5) days' notice in writing is given. The Employer may waive any portion of this notice period;
- (ii) Employees required by the Union:
 - a) to attend preparatory contract meetings;
 - b) to attend Executive meetings and conventions of the Union; or
 - c) to administer any other official affairs of the Union;
- (iii) Employees called by the Union to appear as witnesses in arbitration proceedings.

To facilitate the administration of (i), (ii) and (iii) above, when leave of absence without pay is granted, it shall be with pay and the Union will reimburse the Employer for the appropriate salary costs including travel time.

b) Leave With Pay

The Employer shall grant leave with pay to:

- (i) an Employee who is called as a witness by the Employer in arbitration proceedings;
- (ii) an Employee required to attend a meeting with the Employer concerning the presentation of a grievance;
- (iii) an Employee required to attend joint Employer/Employee meetings.

ARTICLE 16.08 Leave Respecting Death of Child

The Employer will provide a leave of absence without pay of up to 104 weeks to an employee respecting death of child under the same conditions as, and in accordance with, the Employment Standards Act. There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 13.

ARTICLE 16.09 Leave Respecting Disappearance of Child

The Employer shall provide a leave of absence without pay of up to 52 weeks to an employee respecting disappearance of child under the same conditions as, and in accordance with, the Employment Standards Act. There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 13.

ARTICLE 16.10 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the Employment Standards Act is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks.

There will be no interruption in the accrual of seniority for regular employees or eligibility for benefits provided for under Article 13.

ARTICLE 17 PROFESSIONAL DEVELOPMENT

ARTICLE 17.01

The Employer recognizes the need to provide Employees with the opportunity for professional and career development by enabling them to prepare for promotional advancement and to improve their present skills. Applications for professional development leave will not be unreasonably refused.

ARTICLE 17.02

The Employer shall pay a percentage of the costs of the fees for Employees whose attendance at professional development courses, workshops and meetings is approved. Such percentage may be 100%.

ARTICLE 17.03

The Employer shall pay a percentage of travel, hotel and meal expenses for Employees whose attendance at professional development courses, workshops and meetings is approved. Such percentage may be 100%.

ARTICLE 17.04

Subject to approval by the Chief Executive Officer, a librarian may request to exchange a job with a qualified individual for periods up to one (1) year. Such exchanges may be extended by a further year if agreed by all participants.

Exchanges could include internal job exchanges as well as exchanges with other Employers.

Such exchanges shall be at no cost to the Employer.

ARTICLE 17.05

The Employer shall pay the Employee's annual cost of membership in the B.C. Library Association upon written application from the Employee to the Employer.

ARTICLE 18 OVERTIME

- a) It is understood that all overtime will be performed at the Employee's worksite unless alternative arrangements receive the prior authorization of the Employer.
- b)
 - (i) A full-time Employee who works outside normally scheduled hours without being requested to do so by the Employer shall keep a record of this work which will include the starting and finishing times and a general description of the work performed. If this record is submitted to the Employee's immediate supervisor within two (2) working days of the performance of the work, then the Employee shall be entitled to take the equivalent time off at a time mutually agreed to between the Employer and the Employee, based upon operational requirements. Every effort will be made to take this equivalent time off as soon as possible after the overtime work was performed, but, in any event, it must be taken within three (3) months of the date on which the overtime work was performed;
 - (ii) a full-time Employee who works outside normally scheduled hours without being requested to do so by the Employer will not be entitled to any benefit under Article 18. b) (i) if the Employee had previously been advised by the Employer that the overtime work in question should not be performed in the future.
 - (iii) A full-time Employee who works outside normally scheduled hours without being requested to do so by the Employer due to emergency situation will be entitled to any benefit under Article 18 c) and will not be unreasonably denied by the Employer.
- c) A full-time Employee who works outside normally scheduled hours upon the request of the Employer shall keep a similar record of the work as set out in Article 18(b). Upon this record being submitted to the Employee's immediate supervisor, the Employee shall be entitled to take time off at the rate of one and one-half (1 1/2) times the period worked outside regular hours when worked on a regular work day and two times the period worked outside normal hours when worked on a day of rest or paid holiday. The time off shall be scheduled at a time mutually agreed to between the Employer and the Employee, based upon the operational requirements of the work unit.

Every effort will be made to take this time off as soon as possible after the overtime work was performed, but, in any event, it must be taken within three (3) months of the date on which the overtime work was performed.

An Employee who wishes to do so may opt to receive cash compensation at overtime rates rather than time off.
- d) Notwithstanding (c) above, a regular Employee who is called back to work outside regular working hours shall be compensated for a minimum of two hours at overtime rates.
- e) A part-time Employee who is required by the Employer to work longer than the Employee's regular working day shall be paid at the Employee's hourly straight time rate for the hours so worked up to and including the regular hours in the working day of a full-time Employee in the same classification. If the part-time Employee is required to work in excess of the regular hours of a full-time Employee in the same classification, the Employee shall be entitled, upon submitting a record similar to that required in Article 18(b) to the Employee's supervisor, to take the same time off as provided in Article 18(c). The time off shall be scheduled at a time mutually agreed to between the supervisor and the Employee based upon the operational requirements of the work unit.

Every effort will be made to take this time off as soon as possible after the overtime work was performed, but, in any event, it must be taken within three (3) months of the date on which the overtime work was performed.

An Employee who wishes to do so may opt to receive cash compensation at overtime rates rather than time off.

ARTICLE 19 SALARIES

ARTICLE 19.01

Employees shall be paid in accordance with Schedule A.

ARTICLE 19.02 Increments

- a) Annual advancement within a salary range shall be based on the Employer's assessment of merit by written review of performance. In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.
- b) Advancement within a salary range shall be effective on the Employees' anniversary date provided a minimum of nine hundred and ten (910) hours have been worked within the same classification.
- c) The Employer's decision to withhold an annual increment is subject to review through the grievance procedure.

ARTICLE 19.03 Anniversary Date

The anniversary date for a regular Employee shall be the first day an Employee reports to work. A promotion will change an Employee's anniversary date to the first day of work in the new position.

ARTICLE 19.04 Salary Protection and Downward Reclassification of Position

An Employee shall not have her salary reduced by reason of:

- (1) a change in the classification of the Employee's position;
- (2) placement into another position with a lower maximum that is caused other than by the Employee.

That Employee shall not receive negotiated salary increases until the salary of the Employee's new classification equals or exceeds the salary which the Employee is receiving.

When the salary of the Employee's new classification equals or exceeds the salary which the Employee is receiving, the Employee's salary will be implemented at the maximum step of the new classification. That Employee shall receive the full negotiated salary increases for the new classification thereafter.

ARTICLE 20 COPIES OF AGREEMENT

The Employer shall make accessible to each Employee a copy of this Agreement.

ARTICLE 21 JOINT STANDING COMMITTEE

ARTICLE 21.01 Structure

There shall be established a Joint Standing Committee composed of two (2) Employer representatives and two (2) Union representatives. In addition, there shall be two (2) alternates representing each party. The Employer and the Union shall alternate in presiding over meetings.

ARTICLE 21.02 Jurisdiction

This Committee shall meet at the request of either the Employer or the Union and shall review matters, other than grievances, relating to the maintenance of good relations between the parties. The meeting shall be held at a time and place fixed mutually.

ARTICLE 21.03 Joint Discussions

The Employer and the Union acknowledge the mutual value of joint discussions on matters of common interest.

ARTICLE 21.04 Leave to Attend Committee Meetings

Employees attending meetings of the Joint Standing Committee shall be granted leave of absence with pay.

ARTICLE 22 JOB POSTINGS

ARTICLE 22.01

Consistent with Article 9.01d), the Employer will determine if there is an Employee about to be laid off who should be placed in a vacancy before it is posted. If two or more such

Employees in receipt of layoff notice have equal qualifications for the position, the position will be awarded to the Employee having seniority.

In all other cases, job vacancies where the anticipated term of employment is greater than three (3) months shall be posted internally for a minimum of five (5) working days. The appearance of advertisements outside of the Employer's premises, should the Employer deem outside advertising advisable, shall not be in advance of the internal posting. The notice of job posting shall identify the duties and responsibilities of the position, the qualifications, knowledge and skills required by the job, the classification, salary and work schedule. A copy of the posting notice shall be sent to the Union at the time of posting.

ARTICLE 22.02

Job vacancies shall be filled with the best qualified applicants having regard to the necessary job-related knowledge, skills and abilities for the position as prime consideration.

Internal candidates will be interviewed prior to external applicants. Where qualifications are equal, the position will be awarded to the internal candidate.

ARTICLE 22.03

Subject to Article 22.02, if two or more internal applicants have equal qualifications for the position, it will be awarded to the internal applicant having seniority.

ARTICLE 22.04

An internal applicant who successfully competes for a temporary vacancy shall, at the end of the period of the vacancy, return to their previously held or "home" position. Where the temporary vacancy is at the same classification level as their current or "home" position, the successful internal applicant shall maintain their regular rate of pay and anniversary date for the purpose of Article 19.

ARTICLE 22.05 Probationary Period for Employees

- a) Every Employee shall serve a probation period of employment for the Library to determine the Employee's suitability in the performance of the Employee's job. The probationary period shall total nine-hundred and ten (910) hours or eighteen (18) months of work, whichever occurs first.
- b) The Employer and the Union agree that the probationary period shall be utilized by the Employer for the purpose of evaluating new Employees in order to determine their ability and suitability as Employees in their particular position.
- c) The Employer agrees to meet with the probationary Employee approximately midway through the probationary period where the Employee shall be advised of the Employer's assessment of the Employee's performance or conduct.
- d) The Employer reserves the right to perform a written performance review at any point during the probationary period but in any event must evaluate the Employee's work record and general adaptability to the library's working conditions, in writing prior to the end of the probationary period. Such assessment will state whether employment will be continued.

ARTICLE 22.06 Union to be Notified

The union shall be notified electronically by the monthly HR hiring report or by copies of letter when an employee covered by this agreement is hired, promoted, position changed, laid-off, recalled, resigns, retires, is suspended, is disciplined or is terminated.

ARTICLE 23 JOB DESCRIPTIONS

ARTICLE 23.01

Job descriptions shall be determined by the Employer, after appropriate input from Employees.

ARTICLE 23.02

A description of all new positions created within the bargaining unit will be forwarded to the Union in advance of implementation. The applicable position classification information and criteria including the duties and responsibilities of the position, required qualifications, required knowledge and skills, proposed shifts and proposed salary classification shall be included in this notice.

ARTICLE 23.03

When a position not covered by Schedule A is established or when any position is significantly altered during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree within thirty (30) days as to the classification and rate of pay of the job in question, such dispute shall be submitted to arbitration. The rate shall become retroactive to the date that the position was first filled by the Employee. It is agreed that the Employer may fill the position and establish a salary group for it,

and the position may be filled and worked pending agreement of the parties or the decision of the arbitrator, as the case may be.

ARTICLE 23.04 Reclassification

Requests for reclassification may originate with the Employee, the Union or the Employer. Requests will be made in writing to the Chief Executive Officer.

All requests for reclassification shall be adjudicated consistent with the Joint Job Evaluation Plan as agreed to by the parties.

The Chief Executive Officer shall provide the Employee and the Union with a written decision on all reclassification requests within thirty (30) working days of the date of the receipt of the written request.

With regard to any dispute arising from the Employer's classification of a position, the parties agree that an Employer representative and a Union representative will be allowed ten (10) working days from the date of notification to the Union of a position reclassification decision to try and resolve the dispute before it is referred to Step Three (3) of the grievance procedure.

Should a reclassification request result in a higher classification, the Employee will be paid a salary adjustment retroactive to the date the request for reclassification was submitted.

ARTICLE 24 DEFINITION OF EMPLOYEE

ARTICLE 24.01 Regular Employee

A regular Employee means an Employee who has successfully completed the probationary period referred to in Article 5.03.

ARTICLE 24.02 Auxiliary Employee

An Auxiliary Employee means an Employee hired by the Employer on one of the following bases:

- a) an Employee hired to cover a replacement need necessitated by a leave of absence of a regular Employee and for the period of that leave (leaves as defined in Articles 12, 13 (excluding Long Term Disability), 14, and 16);
- b) an Employee hired for a particular assignment of regular scheduled hours for a specific period of time not to exceed twelve (12) months;
- c) an Employee hired for short notice, term uncertain relief work.

ARTICLE 24.03 Auxiliary Employee Entitlements

- a) Auxiliary employees shall receive 12.9% of their gross earnings on each cheque in lieu of vacation, sick leave, and health and welfare benefits.
- b) Articles 5.03, 9, 10, 12.04, 12.05, 12.06, 13.02, 13.03, 13.05, 14, 17, and 26 shall not apply to these Employees.
- c) Articles 5.03 and Article 14 shall apply to Auxiliary employees who have worked 910 hours and have successfully passed their probationary evaluation. If the probationary evaluation is unsuccessful then the employer may extend the probationary period by a further 140 hours. The union will be notified in writing of any such extension.

- d) Auxiliary employees shall be eligible for advancement within a salary range after the completion of each 910 hours worked, and based on the employer's assessment of performance by written review. The first increment is effective on the date the probationary period is successfully completed. In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.
- e) When going from auxiliary to regular employment within the same classification all previous hours worked will be used to determine the date of the next increment. Subsequent increments within a salary range shall be based on the Employee's anniversary date.

ARTICLE 25 ACTING PAY

- a) When in the considered opinion of the Branch Head or Area Librarian, an employee is required to perform the duties of a senior position for three (3) hours or more, the Employee shall receive, while so employed, a premium of \$1.25 per hour.
- b) Employees will be offered acting duties on a rotational basis. For extended absences, blocks of time (ie. Vacation) may be offered to one individual to ensure supervisory consistency.

ARTICLE 26 PENSION

- a) The Employer shall maintain the pension plans presently in effect. Part-time Employees shall be covered by the pension plans.
- b) Eligible Employees shall participate in one of the existing pension plans in accordance with the terms of the plan. Eligible Employees hired after January 1, 1982 shall participate in the Municipal Superannuation Act pension plan.

ARTICLE 27 TECHNOLOGICAL CHANGE

ARTICLE 27.01 General Provisions re Technological Change

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

ARTICLE 27.02 Displacement

The Employer undertakes to notify the Union at least ninety (90) days prior to any technological change that will result in the displacement of any Employees and prior to the institution of such change will make every effort to retain or absorb any Employee who might otherwise be displaced.

ARTICLE 27.03 Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the existing methods of operation, such Employees shall, at the expense of the Employer, be given a minimum period, not to exceed four (4) months, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such Employee.

ARTICLE 27.04 Significant Technological Change

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 collective agreement applies; and
- b) alters significantly the basis upon which the collective agreement was negotiated either party may refer that matter to an arbitration board constituted pursuant to Article 4 of this Agreement.

ARTICLE 27.05 Arbitration Board Decision on Technological Change

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 introduced or intends to introduce a technological change, the arbitration board may make any one or more of the following orders:

- a) That the change be made in accordance with the terms of the collective agreement unless the change alters significantly the basis upon which the collective agreement was negotiated.
- b) That the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate.
- c) That the Employer reinstate any Employee displaced by reason of the technological change.
- d) That the Employer pay to that Employee such compensation in respect of the Employee's displacement as the arbitration board considers reasonable;

and an order made under this clause is binding on all persons bound by this collective agreement.

ARTICLE 28 TERMS OF THE AGREEMENT

ARTICLE 28.01 Term

This Agreement shall take effect January 1, 2021 and shall remain in effect until December 31, 2023.

ARTICLE 28.02 Notice to Bargain

- a) Either party may give notice to the other party not more than one hundred and twenty (120) days and not less than ninety (90) days next preceding the expiry of this Agreement, in writing, requiring the other party to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.
- b) Where no notice is given under (a) above by either party, both parties shall be deemed to have been given notice on the ninetieth (90) day prior to the expiry of this Agreement and thereupon collective bargaining shall commence under the terms of the Labour Relations Code.

ARTICLE 28.03 Change in Agreement

This Agreement may be varied or modified at any time as agreed to by both parties in writing.

ARTICLE 28.04

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

ARTICLE 29 DEFERRED SALARY LEAVE PLAN

Introduction

The Deferred Salary Leave Plan ("The Plan") is an arrangement whereby members of the Union may be permitted to fund a paid leave for an extended period by means of adjustment to normal income over several years. The Plan is voluntary and is established in accordance with a defined formula of income adjustment and paid leave, but, in any case, shall not result in any increase in costs to the Employer.

The Employer assumes no responsibilities for any consequences arising out of the Plan related to effects in pension income, income tax arrangements, unemployment insurance or any other liability arising from participation in the Plan, it being noted that the period of paid leave will not be earned credited service for pension purposes. Health coverage (medical, dental) will continue during the paid leave, with the Employee contributing both shares of the premium costs.

The Plan is designed to allow an Employee a self funded continuous leave of from six months out of a one and one-half year period to up to one year out of a five-year period through the Employee's agreement to receive 67-80 percent of normal salary during participation in the Plan.

An Employee may enroll in the Plan in order to accommodate any undertaking such as an educational program, travel or other personal endeavours. The Plan is not established to provide benefits to the Employee on or after retirement.

1. Definitions

- 1.1 "Deferral Period" means the number of months for which compensation is deferred in accordance with clause 3.1, including the months referred to in clause 4.7.
- 1.2 "Deferred Compensation Amount" means the portion of the total compensation paid by the Employer to the Employee that is to be retained by the Employer in accordance with clause 3.1 and includes accrued interest not yet paid to the Employee under clause 3.4.
- 1.3 "Employee" means a regular Employee who has completed an application form and whose application for participation in the Plan has been approved in accordance with clause 2.2.
- 1.4 "Plan" means the Deferred Salary Leave Plan as set out in this document.

2. Application

- 2.1 An eligible Employee must make written application in the form of a Memorandum of Agreement to the Chief Executive Officer at least three (3) months prior to the date of enrolment in the Plan.
- 2.2 All applications must be approved by the Chief Executive-Officer.

- 2.3 The eligible Employee must indicate on the application form what length of leave, between six and twelve months, is desired, and over what length of time the leave is to be funded.

3. Funding

- 3.1 The Employer will retain Twenty to Thirty-three and one-third of the compensation payable to the Employee for the length of time necessary to fully fund the leave period.
- 3.2 The percentage of compensation retained by the Employer cannot exceed thirty-three and one-third percent of the Employee's compensation. The percentage of compensation retained can be changed once each year of the Deferral Period by the Employee in exceptional circumstances.
- 3.3 The funds retained by the Employer will be held in trust by the Employer at a chartered bank.
- 3.4 Interest accruing on funds retained for the account of each Employee will be paid on each December 31st to the Employee.
- 3.5 Employees in the Plan will receive an annual statement of their account.

4. Leave of Absence

- 4.1 The leave of absence shall immediately follow the Deferral Period and be for a period of between six and twelve consecutive months, depending on the selection made in accordance with clause 2.3.
- 4.2 During the leave of absence, the Employee will receive payments in accordance with the regular bi-weekly pay schedule. The aggregate payments received during the leave will not exceed the Employee's Deferred Compensation Amount.
- 4.3 The Employee may not receive any salary or wages from the Employer or from any other person or partnership with whom the Employer does not deal at arm's length other than the Deferred Compensation Amount and reasonable fringe benefits.
- 4.4 All amounts deferred must be paid out no later than the end of the first taxation year that commences after the end of the Deferral Period. Amounts required by law to be paid by the Employer on behalf of the Employee will be deducted from the amounts paid under clause 4.2.
- 4.5 The Employee must return to the Employee's regular employment with the Employer after the leave for a period of time that is not less than the period of the leave.
- 4.6 Upon return from leave of absence, the Employee will return to the same position of employment that the Employee had held immediately before commencing the leave of absence. If the position has been abolished, the Employee will return to a position equivalent in classification and pay grade.
- 4.7 In exceptional circumstances, the Employer may approve an Employee's request to postpone the leave of absence for up to 12 months provided the leave of absence will still commence within six years after the date the Deferral Period commences.

5. Fringe Benefits and Deductions

- 5.1 While the Employee is working, all benefits will be maintained. Group life insurance and long-term disability deductions will be based on the Employee's full salary rather than the actual salary received during the Deferral Period. During the leave of absence, premiums for medical, dental, group life and long-term disability

coverage will be paid in full by the Employee. (Note: Group life and long-term disability will continue to be based on 100% of salary).

Pension contributions will be paid by the Employer and the Employee on 100% of earnings while the Employee is working. Pension contributions will not be paid by either party during the leave. The time off on leave is not pensionable service.

- 5.2 During the leave, seniority will accrue as if the Employee were at work. An Employee will not progress in a salary range during the leave.
- 5.3 Vacation entitlements and sick leave credits will not accumulate during the leave.
- 5.4 The Deferred Compensation Amount paid to the Employee during the leave will be subject to income tax.
- 5.5 Employees in the bargaining unit will continue to pay union dues while on leave.
- 5.6 If the Employee becomes disabled as defined in the long-term disability Plan documents and is thereby eligible to receive long-term disability benefits at any time during participation in the Plan, the Employee shall receive long-term disability at a rate specified by the Plan. As well, if the Employee should become disabled after commencing the leave, the Employee shall be immediately eligible to receive long-term disability after completing the normal waiting period.

6. Withdrawal

- 6.1 In exceptional circumstances such as financial hardship, placement on long-term disability, or workers' compensation, and with the approval of the Chief Executive Officer prior to the leave commencing, an Employee may withdraw from the Plan and shall receive the Deferred Compensation Amount and accrued interest not yet paid, as soon as possible following such approval.
- 6.2 In the event of termination of employment, an Employee must withdraw from the Plan and shall be paid the Deferred Compensation Amount plus accrued interest not yet paid, as soon as possible following such termination.
- 6.3 In the event an Employee dies, and after the Employer is notified of such death, the Deferred Compensation Amount and accrued interest not yet paid, shall be paid to the Employee's estate, subject to the Employer receiving any necessary clearances and proofs that may be required.

7. General

- 7.1 An Employee shall be limited to Deferred Salary Leave of Absence of twelve (12) months only for ten (10) years of employment with the Employer.
- 7.2 An Employee must be employed by the Employer for three (3) years before the Employee can commence participation in the Plan. Only regular Employees are eligible to participate in the Plan.
- 7.3 Total Employee participation in the Plan shall be limited at the discretion of the Chief Executive Officer. When reviewing participation, the Chief Executive Officer will consider seniority, completion of an earlier approved leave and deferral of an earlier approved leave.
- 7.4 The Plan may be amended or terminated by mutual agreement. No amendments will be made that could affect any tax ruling which may be applicable to the Plan prior to amendment.

ARTICLE 30 SUNDAY OPENING

- a) Staffing requirements for Sunday hours will be offered first to regular Employees, and then to auxiliary Employees. If an insufficient number of Employees are available, then additional staff may be hired to work Sunday hours.
- b) Sunday hours are considered permanent hours.

ARTICLE 31 ORGANIZATIONAL CHANGE

The Employer agrees to provide the union with at least three (3) months' notice in writing of its intention to introduce an organizational change which affects the terms and conditions or security of employment of Employees covered by this agreement.

The Employer will consult with the Union prior to implementing such an organizational change and will provide the Union with the opportunity to discuss alternatives to the change.

Should the introduction of organizational change result in substantial changes in an Employee's procedures or position and/or increased skills and abilities required, then the Employer will provide training and equipment as required.

Should the introduction of organizational change result in the Employee's position becoming redundant, the Employer will give the Employee notice of layoff under Article 9.

ARTICLE 32 AUXILIARY WORK

Auxiliary hours will be offered on the basis of seniority to qualified employees on the recall list and then to qualified part-time employees. Employees must inform the Employer of their availability to work auxiliary hours.

Auxiliary hours will be offered to qualified auxiliary Employees on a rotational basis.

ARTICLE 33 JOB SHARING

Where an Employee wishes to work on a job-share basis, she may submit a written proposal to the Employer that the job share opportunity be posted internally.

Proposals for job sharing shall not be unreasonably denied.

Job-share arrangements are subject to the following:

- the arrangement will be by mutual agreement of the two Employees and the Employer;
- the arrangement will result in no decrease in service;
- the workload will be equitably shared;
- one of the three parties to the arrangement may cancel the arrangement on thirty (30) days notice.

A copy of the job-share agreement shall be forwarded to the Union.

ARTICLE 34 RETIREMENT SICK BANK PAYOUT

At the time of retirement employees will be eligible for a payment of one day per completed year of seniority, or the number of days in their sick bank, whichever is less. Payment will be made to the employee upon receipt of the Municipal Pension Plan application.

ARTICLE 35 HARASSMENT

- a) The Union and the Employer recognize that right of employees to be treated fairly in a workplace free of personal or sexual harassment. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of harassment, which may arise in the workplace.

- b) Personal harassment shall be defined as:
 - i) any behavior which denies individuals their dignity and respect and/or
 - ii) that is offensive, embarrassing and humiliating to said individual
 - iii) personal harassment of another Employee in carrying out the duties or in the provision of their services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor constitutes a disciplinary infraction.
- b) Sexual harassment shall be defined as:
 - i) an act which involves favours or advantages in return for submission to sexual advantages;
 - ii) reprisals or threats for rejection of sexual advances by either employees or management representatives, whether male or female;
 - iii) sexual harassment shall be treated as a serious offence, subject to a whole range of disciplinary sanctions, up to and including discharge;
- d) Personal and sexual harassment could consist of either verbal or physical conduct when submission to, or rejection of, such conduct forms the basis for decisions affecting employment or which such conduct creates an intimidating, hostile, or offensive working environment;
- e) Complaints under the Article will be handled with all possible confidentiality and dispatch by either of:
 - i) the union's Labour Relations Officer and/or designate may convene a meeting with the Chief Executive Officer to discuss said allegations, and failing resolution under this clause;
 - ii) the Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled within thirty (30) days.

ARTICLE 36 AUTOMOBILE ALLOWANCE

Employees who are required to use their own vehicles on a regular basis as a condition of employment such that they would require a change in car insurance from the "pleasure plus travel to and from work" to the rate for "business use" are entitled to receive the difference in premiums in addition to the automobile allowance rate as set by the Canada Revenue Agency. Calculations shall be made on the assumption that the member is the sole driver and that the highest safe driving discount has been received. Coverage will be based on a minimum of two million (\$2,000,000.00) dollars and up to five (\$5,000,000.00) dollars public liability; three hundred (\$300.00) dollars deductible for collision and three (\$300.00) dollars deductible comprehensive.

ARTICLE 37 WORK SAFETY COMPLIANCE

The parties agree to comply with regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of BC pertaining to the working environment.

ARTICLE 38 DOMESTIC ABUSE

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Workers experiencing domestic violence will be able to access five (5) days of their current sick bank for leave or attendance at medical appointments, legal proceedings and any other necessary

activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

ARTICLE 39 EXCESSIVE WORKLOAD

If an employee believes their workload to be excessive, they are encouraged to raise the issue with their immediate supervisor and seek a resolution at that level.

Supervisors shall meet with employees within seven working days of the employee raising workload issues and discuss possible remedial actions. These actions may include reprioritizing work assignments, reassignment of duties, providing additional resources and/or additional training.

SCHEDULE A

<p align="center">Professional Employees Association Schedule A January 1, 2021 – December 31, 2023</p>
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CLASSIFICATION	STEP 1	STEP 2	STEP 3
Effective January 1, 2021 all salaries increase by 1.95%			
LIBRARIAN A			
Reference	\$66,036.89	\$68,783.01	\$71,714.69
Youth Services	\$36.28	\$37.79	\$39.40
Collections Librarian I			
LIBRARIAN B			
Branch Head I	\$72,401.22	\$73,867.06	\$77,039.94
Reference Supervisor	\$39.78	\$40.59	\$42.33
Virtual Branch Head			
Youth Collections			
Community Learning and Assessment Coordinator			
LIBRARIAN C			
Tech Services Coordinator	\$77,151.27	\$78,858.33	\$82,068.32
Branch Head II	\$42.39	\$43.33	\$45.09
Head of Collection Development			
LIBRARIAN D			
Area Librarian	\$82,921.85	\$85,000.00	\$88,803.75
Community Engagement Coordinator	\$45.56	\$46.70	\$48.79

CLASSIFICATION	STEP 1	STEP 2	STEP 3
Effective January 1, 2022 all salaries increase by 2%			
LIBRARIAN A			
Reference	\$67,357.63	\$70,158.67	\$73,148.98
Youth Services	\$37.01	\$38.55	\$40.19
Collections Librarian I			
LIBRARIAN B			
Branch Head I	\$73,849.24	\$75,344.40	\$78,580.74
Reference Supervisor	\$40.58	\$41.40	\$43.18
Virtual Branch Head			
Youth Collections			
Community Learning and Assessment Coordinator			
LIBRARIAN C			
Tech Services Coordinator	\$78,694.30	\$80,435.49	\$83,709.69
Branch Head II	\$43.24	\$44.20	\$45.99
Head of Collection Development			
LIBRARIAN D			
Area Librarian	\$84,580.29	\$86,700.00	\$90,579.83
Community Engagement Coordinator	\$46.47	\$47.64	\$49.77

CLASSIFICATION	STEP 1	STEP 2	STEP 3
Effective January 1, 2023 all salaries increase by 2%			
LIBRARIAN A			
Reference Youth Services Collections Librarian I	\$68,704.78 \$37.75	\$71,561.85 \$39.32	\$74,611.96 \$41.00
LIBRARIAN B			
Branch Head I Reference Supervisor Virtual Branch Head Youth Collections Community Learning and Assessment Coordinator	\$75,326.23 \$41.39	\$76,851.29 \$42.23	\$80,152.36 \$44.04
LIBRARIAN C			
Tech Services Coordinator Branch Head II Head of Collection Development	\$80,268.19 \$44.10	\$82,044.20 \$45.08	\$85,383.88 \$46.91
LIBRARIAN D			
Area Librarian Community Engagement Coordinator	\$86,271.89 \$47.40	\$88,434.00 \$48.59	\$92,391.42 \$50.76

APPENDIX A

a) Definitions

For the purpose of this Agreement, unless expressly provided otherwise:

DAY means a calendar day except as otherwise specified.

EMPLOYEE refer to Article 24 of the Agreement.

EMPLOYER means the Okanagan Regional Library Board or its designated representative, as the context requires.

LOCAL REPRESENTATIVE means an Employee designated by the Union to represent other Employees within a jurisdiction and to assist them in such matters as the handling of a grievance.

UNION means the Professional Employees Association or its designated representative, as the context requires.

b) Union Representatives (as per Article 2.03)

The Employer will recognize the following designated officials of the Union for the purpose of formal relations between the Employer and the Union: members of the Professional Employees Association Executive, members of the Okanagan Regional Library Board Chapter Executive, local representatives, and such staff or counsel as the Union may see fit to retain.

LETTER OF UNDERSTANDING
BETWEEN
OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT
AND
THE PROFESSIONAL EMPLOYEES ASSOCIATION

RE: GRIEVANCE MEDIATION

The parties agree to the concept of Grievance Mediation and wish to employ it to assist the parties in settling grievances prior to arbitration based on the following:

1. All grievances arising out of this agreement shall be subject to the grievance mediation process except where either party disagrees in a particular dispute.
2. Where the grievance mediation process is used it will occur after Step 3 of the grievance procedure. The thirty (30) day time limit in Article 4.05 is suspended for the duration of the grievance mediation process.
3. Should a grievance not be resolved in Step 3, the initiating party shall, within ten (10) working days, make application to the Associate Chair, (Mediation), Labour Relations Board for the appointment of grievance mediator.
4. The parties shall meet with the mediator within twenty (20) working days of the appointment to attempt to resolve the dispute. This period can be extended by mutual agreement of the parties.
5. At any time both parties may agree jointly to request and be bound by the recommendations of a mediator should the grievance mediation process fail otherwise to provide a resolution to the grievance.
6. Should the grievance mediation process fail to lead to a resolution of the grievance and the parties not exercise their option under (5) above, the matter shall be referred to the next step of the grievance procedure for binding arbitration. The thirty (30) day time limit in Article 4.05 shall apply.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

OKANAGAN REGIONAL LIBRARY

PROFESSIONAL EMPLOYEES
ASSOCIATION

"Terry Robertson"
Chairman

"Kathryn Danchuk"
President

"Lesley Dieno"
Executive Director

"Tom Volkers"
Vice-President

DATED THIS 20th DAY OF September 19 94

LETTER OF AGREEMENT
BETWEEN
THE OKANAGAN REGIONAL LIBRARY BOARD
AND
THE PROFESSIONAL EMPLOYEES ASSOCIATION
RE: JOB EXCHANGE PILOT PROJECT

The parties agree that a job exchange program will benefit the Library by providing Employees with opportunities to identify best practices, develop new skills and broaden their experience within the Library system.

The job exchange program will be a pilot project for the duration of this collective agreement.

Job exchanges are voluntary and are subject to the agreement of the Employer. Proposals for job exchanges shall not be unreasonably denied. For the duration of the pilot project, denial of job exchange proposals shall not be subject to Article 4 (Grievances and Arbitration). Job exchanges should not adversely impact the operations of the ORL.

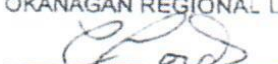
Employees interested in participating in a job exchange must submit a written proposal to the Employer identifying the perceived benefits of the exchange. Normally, Employees may only job exchange into other jobs at the same classification level. No Employee will gain or lose hours as a result of the exchange. Employees will work the established schedule of the job they are exchanging into.

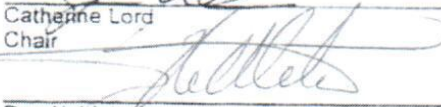
Exchanges must be between one (1) month and four (4) months in duration. The Employees participating in the job exchange may jointly request in writing an extension of the job exchange for up to four (4) months. Such requests will be subject to the approval of the Employer.

Employees will assume any costs related to mileage or accommodation resulting from the exchange. The job exchange should not result in any increased cost to the Employer.

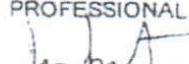
A job exchange arrangement may be terminated by the Employer, or either of the two Employees involved in the job exchange arrangement by giving two (2) weeks' written notice to all the parties concerned.

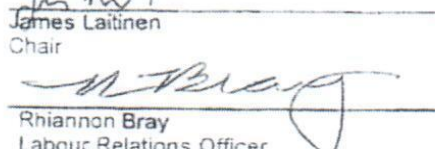
OKANAGAN REGIONAL LIBRARY


Catherine Lord
Chair


Don Nettleton
Interim Chief Executive Officer

PROFESSIONAL EMPLOYEES ASSOCIATION


James Laitinen
Chair


Rhiannon Bray
Labour Relations Officer

DATED THIS 19th DAY OF August, 2005

IN WITNESS WHEREOF the parties hereto by their authorized representatives have affixed their signature here on this 20th day of October, 2009

Agreement to continue with this Letter of Understanding, originally dated August 19, 2005, was reached on FEBRUARY 16, 2018.

Signed May 16, 2018

LETTER OF UNDERSTANDING
BETWEEN
OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT
AND
THE PROFESSIONAL EMPLOYEES ASSOCIATION

RE: WORKING FROM HOME

1. Employees may request approval to work from home. Such requests are subject to operational requirements. All working from home arrangements will be agreed upon in writing by ORL management and the employee. A copy of any agreements will be sent to the union.
2. Work from home arrangements may be modified or terminated with two weeks' notice.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

LETTER OF UNDERSTANDING
BETWEEN
OKANAGAN REGIONAL LIBRARY BOARD OF MANAGEMENT
AND
THE PROFESSIONAL EMPLOYEES ASSOCIATION

RE: JOINT JOB EVALUATION PLAN

Job evaluation is the process of measuring the relative worth of jobs. Fair and equitable job evaluation is based on the bona fide job requirements of skill, effort, responsibility and working conditions.

The parties agree to create a Joint Job Evaluation Plan Revision Committee to review and modernize the job evaluation plan. This process will also include updating existing job descriptions.

The parties agree to the completion of this process by December 31, 2022. The deadline can be extended by mutual agreement of the parties.

1. A job evaluation and classification expert, acceptable to both parties, shall be retained to guide the parties in the development of the new job evaluation plan. All costs shall be borne by the employer.
2. Should the parties reach an impasse on the modernization of the JJE plan, an agreed upon third party or failing that, a third party appointed by the labour relations board, shall provide recommendations.

This letter of understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

All amendments to the revised collective agreement shall come into effect the first day of the month following the date of ratification by both parties unless specified otherwise.

Term of Agreement

The parties agree that the term shall be revised to provide a collective agreement from January 1, 2021 up to and including December 31, 2023.

Wage Increases

Upon ratification of this agreement, wage increases will be retroactively applied as follows and effective:

- January 1, 2021
1.95%
- January 1, 2022
2%
- January 1, 2023
2%


Don Nettleton (May 26, 2021 16:21 PDT)

Don Nettleton, Chief Executive Officer



Jeremy Sundin, Chief Financial Officer


Sherry F Philpott-Adhikary (Jun 1, 2021 20:36 PDT)

Sherry F Philpott-Adhikary (Jun 1, 2021 20:36 PDT)

Sherry Philpott-Adhikary, Personnel Committee



Brett Harper (May 25, 2021 13:51 PDT)

Brett Harper, Labour Relations Officer


Kristy Smith (May 26, 2021 15:34 PDT)

Kristy Smith (May 26, 2021 15:34 PDT)

Kristy Smith, PEA


Tara Thompson (May 26, 2021 15:23 PDT)

Tara Thompson (May 26, 2021 15:23 PDT)

Tara Thompson, PEA

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