

COLLECTIVE AGREEMENT

between

THE TRAIL AND DISTRICT PUBLIC LIBRARY

**TRAIL PUBLIC
LIBRARY**
ENRICHING COMMUNITY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

CUPE / *Canadian Union
of Public Employees*

March 1, 2024 to February 28, 2027

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE 1 - RECOGNITION OF THE UNION	3
ARTICLE 2 - MANAGEMENT RIGHTS	6
ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES.....	7
ARTICLE 4 - GRIEVANCE/LABOUR MANAGMENT	9
ARTICLE 5 - GRIEVANCE PROCEDURE.....	11
ARTICLE 6 - ARBITRATION.....	13
ARTICLE 7 - SENIORITY	14
ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES AND APPOINTMENTS	21
ARTICLE 9 - LEAVE OF ABSENCE	24
ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL-OUTS	29
ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS	33
ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT	36
ARTICLE 13 - SICK LEAVE	38
ARTICLE 14 - MATERNITY LEAVE.....	42
ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS	44
ARTICLE 16 - SAFETY	47
ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUM.....	48
ARTICLE 18 - VARIATIONS.....	49
ARTICLE 19 – PRINTING OF AGREEMENT	50
ARTICLE 20 - EFFECTIVE AND TERMINATING DATES	51

SCHEDULE "A"	52
HOURLY RATES OF PAY AND EFFECTIVE DATES.....	52
LETTER OF UNDERSTANDING #1	53
Students.....	53
LETTER OF UNDERSTANDING #2	54
Library Pages.....	54
LETTER OF UNDERSTANDING #3	55
Summer Reading Program.....	55
LETTER OF UNDERSTANDING #4	56
Community Involvement.....	56
LETTER OF UNDERSTANDING #5	57
Hours of Work – Modified Work Week.....	57
LETTER OF UNDERSTANDING #6	60
Practicum Student Placement	60
LETTER OF UNDERSTANDING #7	62
Wellness Activities/Equipment.....	62
LETTER OF UNDERSTANDING #8	63
Cultural Leave.....	63

DEFINITIONS

Anniversary Date

Anniversary Date is the initial date of employment.

Days

Whenever the word "days" is used refers to calendar days except when used under Article 5 (Grievance) with reference to length of time, it shall mean "working days".

Employees

Employees as used in this Agreement shall mean all employees employed in those classifications listed in Schedule "A" of this Agreement.

Employee Status

1) Regular Full-Time Employees

A regular full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this agreement.

2) Part-Time Employees

A regular part-time employee is one who works fourteen (14) hours or more each week or works more than one hundred and sixty-eight (168) hours in any twelve (12) calendar week period. These employees shall accumulate seniority proportionate to hours worked and are entitled to all benefits outlined in this Agreement. Cost of benefit premiums will be proportionate to the full cost of the benefit plan.

A part-time employee who works less than fourteen (14) hours each week shall be paid fifteen percent (15%) of their gross pay to cover all vacations, leaves, benefits and health care plans. These employees may purchase the library's standard benefit package at their own expense, provided they work enough hours per month to cover the cost of the payroll deduction.

3) Temporary Employees

Employees hired for a specific period of time (not to exceed five (5) consecutive months) in any one (1) year, unless otherwise mutually agreed between the Employer and the Union. These employees shall be paid ten percent (10%) of their gross pay to cover all vacations, leaves, and benefits and health care plans.

4) Casual Employees

A casual employee shall mean any employee hired on an intermittent basis. Casual employees shall accumulate seniority proportionate to hours worked.

Casual employees shall be paid twelve percent (12%) of their gross pay to cover all vacations, leaves, benefits and health care plans.

Relief Work

Regular part-time employees can relieve regular full-time employees for sickness, vacation or leave of absence up to a maximum of thirty-five (35) hours per work week.

Relief work for part-time and casual employees shall be based on seniority.

Grievance

A grievance is a difference of opinion, or a dispute between the Employer and the Union, arising from the implementation, interpretation and/or application of this Agreement.

Immediate Family

Immediate family shall mean spouse (including common-law spouse or same sex spouse), son or daughter (including son or daughter of legal or common-law spouse, foster children), parents, siblings, grandparents, grandson, granddaughter, or any relative residing in the employee's household. All definitions of immediate family shall include step, in-law, and foster family.

Month

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

Service Date

Service date" is the same as anniversary date.

Day

Day means Calendar Day

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

- 1.01 The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.
- 1.02 The Employer shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:
- (a) a list of employees, showing their names and classifications ranked according to seniority;
 - (b) job postings, job awards, promotions, demotions and transfers;
 - (c) hiring, discharges, suspensions, discipline, resignations, retirements and deaths;
 - (d) job classifications, job descriptions;
 - (e) mailing list and phone list of employees.

Section 2 - Union Shop

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

Section 3 - No Discrimination/Harassment

- 1.04 (a) The Employer agrees there shall be no intimidation or discrimination against any employee by reason of their activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the Employer.
- (b) The Union and the Employer recognize the right of employees to be treated fairly in an environment free of personal and sexual harassment. The Employer shall make every reasonable effort to ensure that no person in their employ engages in harassment, or is harassed, in the workplace. The Parties agree that substantiated cases of harassment may be cause for discipline up to and including dismissal.
- i) "Sexual Harassment" means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee; or that might, on reasonable grounds, be perceived by that

employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- ii) The Employer will take reasonable precautions to ensure that all employees are not exposed to sexually explicit material, printed or electronic, in order to provide a safer work environment that is also free of sexual harassment.

Section 4 - No Strikes or Lockouts

- 1.05 There shall not be strikes or lockouts during the length of this Agreement in accordance with the Labour Relations Code of British Columbia.

Section 5 - Managerial Exclusions

- 1.06 Without restricting the generality of the foregoing sections it is agreed that the following position(s) shall be excluded from the terms of this Agreement:

Library Director

Section 6 - Union Check-Off

- 1.07 The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- 1.08 The Employer shall during the life of this Agreement deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of the Union in the month following in which deductions are made.
- 1.09 The Employer will at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

Section 7 - Shop Stewards

- 1.10 The Employer agrees that the Union shall have the right to appoint or elect a Union Steward(s) as required by the Union, and the Union agrees to advise the Employer in writing of these appointments.
- 1.11 The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and posting and reports of the Union.

Section 8 - Work of the Bargaining Unit

- 1.12 Recognizing that the Library Director does perform tasks also performed by the bargaining unit, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, should the effect be a reduction in the hours of work or pay of any employee.

Section 9 - Contracting Out

- 1.13 To provide job security for the members of the bargaining unit, the Board agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company or non-unit employee, should the effect be a reduction in the hours of work or pay of any employee.

Section 10 - Volunteers & Work Experience Programs

- 1.14 (a) Volunteers shall not do work usually done by members of the bargaining unit, unless agreed by the Parties, in writing.
- (b) Persons participating in work experience programs shall not do work done by members of the bargaining unit unless agreed by the Parties in writing. Work experience programs shall not be longer than sixty (60) days unless prior agreement has been reached, in writing, by the Parties.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1 - Direction of Work Force

2.01 Cross-Utilization/Acting Capacity

- a) Each Employee shall be obliged to perform any work within the bargaining unit as directed by the Employer.
- b) Employees in a higher rated job classification who perform work in a lower rated job classification shall maintain their current base hourly wage rate per Appendix "A", except as expressly provided otherwise by this Agreement.
- c) Employees will be compensated per Article 10.06 of the Collective Agreement which states:

When an employee is temporarily assigned to a position paying a lower rate of pay, their normal rate of pay shall prevail, except in cases of demotion. When an employee is temporarily assigned to a position paying a higher rate of pay, the employee shall receive the higher rate of pay for the time worked in the position.

- 2.02 The management of the Employer's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.
- 2.03 The Union agrees that the Employer has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.
- 2.04 All rules, regulations and/or amendments shall be communicated in writing to the National CUPE representative.

ARTICLE 3 - TECHNOLOGICAL CHANGE, AUTOMATION AND OTHER CHANGES

3.01 The purpose of the following provisions are to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

3.02 Notification of Changes

Three (3) months before the proposed introduction of any technological change affecting two (2) or more employees, as defined by the Labour Relations Code of British Columbia Act, the Employer shall notify the Union in writing of the proposed technological change.

3.03 Training Programs

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 provided with training and be given a time of not less than four (4) months nor more than one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation.

Should an employee be unable to meet the required level of competency to the satisfaction of the Employer upon agreement with the Union after having completed the maximum training period, the employee shall be entitled to exercise their bargaining-unit-wide bumping rights as per Article 7.19 of this Agreement.

3.04 If any employee, displaced by technological change, is retraining or takes another position with the Employer, they shall remain at their previous rate, until such time as the rate of pay of the new or previous job increases, if any, with a renegotiated agreement.

3.05 Severance Pay

No regular employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if they elect to receive severance pay as herein provided or whether they wish to be laid off in accordance with Article 7.

3.06 If the employee elects to receive severance pay, they shall lose seniority in accordance with Article 7 of this Agreement and in the event they are rehired by the Employer at a later day, shall not again be entitled to severance pay as provided for in this Article.

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

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

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

3.09 No New Employees

No additional employees under this Article shall be hired by the Employer until the provisions of Article 3.03 have been met.

3.10 Modification/Expansion to the Facility

The Employer will maintain current staffing levels during any modification or improvement of the facility.

3.11 Electronic Monitoring and Video Surveillance

Should the Employer utilize video surveillance and/or electronic monitoring in the future, the Employer will develop a policy, in consultation with the Union, prior to implementation.

ARTICLE 4 - GRIEVANCE/LABOUR MANAGMENT

Section 1 - Labour Management Committee (LMC)

- 4.01 a) A Labour-Management Committee (LMC) shall be established, comprised of one Board member, the Library Director, two Union members and additional individuals upon mutual agreement. The LMC objectives shall be to discuss matters which may arise out of this agreement and which are not of a grievance nature. The committees shall meet a minimum two (2) times per year and additional meetings may be called when mutually agreed by both Parties.
- b) Meetings of the LMC shall be held during work hours and attendance at meetings of the LMC shall be time worked.
- c) If either party wishes to request a meeting of the LMC, that party will provide proposed items including supporting rational for the agenda to the other party who will advise whether a meeting is necessary. When a meeting is mutually agreed upon, either party can add items and supporting rationale to the agenda no later than seven (7) calendar days prior to the scheduled date of the meeting.
- d) Minutes of the meetings of the LMC shall be posted within seven (7) calendar days in bulletin boards throughout the workplace, after such minutes have been approved by the LMC.

Section 2 - Union General Grievance Committee

- 4.02 The Union shall appoint and maintain a committee to be called the "General Grievance Committee", comprising persons who are employees of the Employer and/or a Representative of the Canadian Union of Public Employees. The Union shall inform the Employer of the individual membership of the Committee.

Section 3 - Grievance Investigations and Meetings

- 4.03 The Employer agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Steward(s) and of replacement thereto.
- 4.04 The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the Library. The Union shall supply the Employer with a written list of the names of its Officers for this purpose and inform the Employer of any changes to this list.

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

ARTICLE 5 - GRIEVANCE PROCEDURE

In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

Section 1

5.01 Step 1

The individual employee or employees concerned, with their Union Representative (at the employee's option) shall first discuss and endeavour to settle the dispute with the Library Director within seven (7) days of the occurrence of the grievance. Should a settlement not be agreed upon at this stage, then:

5.02 Step 2

Within five (5) days after the discussion the grievance shall be reduced to writing, signed by the employee and/or the Union Steward and/or member of the Union General Grievance Committee and shall be presented to the Employer.

Within five (5) days after its submission, the employee or employees concerned shall, with their Union Steward and/or their Union representatives as identified in 5.01 Step 1 above, meet with the Employer to discuss and endeavour to settle the grievance. Failing a satisfactory settlement at this stage, then:

5.03 Step 3

A meeting of the Library Board and the General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting has taken place, then the dispute shall be referred to Arbitration as provided in Article 6.

5.04 Time Limits

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

Section 2

5.05 Timeline Error

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a timeline error.

5.06 Policy Grievance

Any question of a general application or any dispute regarding the interpretation of, or violation of this Agreement shall be submitted in writing to the Employer and the Union General Grievance Committee in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the Employer shall have the right upon giving five (5) days' notice in writing to the Union, to refer the dispute to a Board of Arbitration in accordance with Article 6.

5.07 Grievances of Unjust Suspension and Discharge

Grievances concerning unjust suspension and discharge shall be initiated at Step 3 of the Grievance Procedure.

5.08 Right of Representation

The Union or any member shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees.

a) Disciplinary Procedure

Where and when a Supervisor intends to discipline or have a meeting with an employee for disciplinary purposes, the Supervisor shall advise the Employee and the Union of the purpose of the meeting in advance.

b) Disciplinary Warnings

The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of their record. If after one (1) year, no further infractions or disciplinary action on other infractions has occurred, the record of such warning or report will be removed from the employee's file. After such removal, this disciplinary action shall not be referred to or used against the employee at any time. Any discipline, suspension or termination shall be provided in writing, and shall include the reasons for the discipline, suspension or termination.

ARTICLE 6 - ARBITRATION

Section 1 -Arbitrator

6.01 Single Arbitrator

Should the Employer and the Union General Grievance Committee fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employee(s) concerned, the Parties shall mutually agree to the appointment of a single arbitrator.

6.02 Minister of Labour to Appoint

In the event that the Employer and the Union are unable to agree upon the selection of an arbitrator, the Minister of Labour shall be requested to appoint the arbitrator.

6.03 Expenses of Arbitrator

Each Party shall pay one-half (1/2) of the expenses of the arbitrator.

6.04 Arbitrator's Decision

The decision of the arbitrator, with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the Parties.

ARTICLE 7 - SENIORITY

Section 1 - Calculation of Seniority

7.01 Classification Seniority

- a) For the purposes of this Agreement "classification seniority" shall be defined as an employee's total length of continuous service identified in hours worked within (excluding overtime) a particular classification in the employer's operation. In the case of promotion the employee who claims the right to exercise their seniority must possess the basic skills and pre-qualifications to perform the job.

- b) Classification

For the purpose of this Agreement, the term "classification" shall be understood to mean those classifications identified within this Agreement.

- c) Total Seniority

For the purposes of this Agreement "total seniority" shall be defined as an employee's total length of continuous service with the Employer identified in hours worked (excluding overtime) and computed from the last date of hire.

- d) For the purposes of this Agreement, there shall be two types of seniority: Classification Seniority and Total Seniority. Whenever the word "Seniority" is used in this Agreement without qualification, it shall mean the total of an employee's seniority.

- e) In the event that an employee is regularly scheduled to work an equal amount of hours in two different classifications, the employee can elect which classification they will accrue seniority. Once the choice has been made it cannot be altered.

7.02 Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement.

- a) Regular Employees

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement: except that for part-time employees, in the case of promotions, demotions and lay-offs, seniority shall be calculated on the number of hours worked from the service date of the employee.

b) Temporary Employees

Following the probationary period, seniority credits shall commence from the service date of the employee, except in the case of promotions, demotions and lay-offs, when seniority shall be calculated on the number of hours worked since the service date of the employee.

c) Casual Employees

Following the probationary period, seniority credits shall commence from the service date of the employee, except in the case of promotions, demotions, and lay-offs, when seniority shall be calculated on the number of hours worked since the service date of the employee.

7.03 Probationary Period

For the first ninety (90) days from the date of hiring, an employee shall be a probationary employee. During the ninety (90) day probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

7.04 Upon completion of the probationary period, the initial date of employment shall be the anniversary date for the purpose of determining seniority.

7.05 Seniority List

The Employer shall maintain two seniority lists:

A total seniority showing an employee's total length of continuous service identified in hours worked (excluding overtime) and computed from the date of hire.

A Classification List showing an employee's total length of continuous service identified in hours worked within (excluding overtime) a particular classification in the employer's operation.

These lists shall be posted on all bulletin boards during the month of January each year.

If there is any updating or changes to the seniority lists, new seniority lists shall be posted on all bulletin boards monthly.

Section 2 - Promotions, Transfers, Demotions

7.06 In the promotion, transfer or demotion of an employee, the Employer agrees that seniority shall be the determining factor. The more senior employee shall be given

preference, where competency, efficiency and ability of competing employees are relatively equal. The onus of establishing competency, efficiency and ability, in a fair and equitable manner, rests with the Employer.

- 7.07 If a regular employee is promoted or transferred to a job within the bargaining unit, they shall be considered a qualifying employee in their new job for a period of sixty (60) days. An employee promoted or transferred shall be declared permanent in their new position conditional upon satisfactory service. In no instance during the qualifying period shall an employee lose seniority, however if an employee has been promoted or transferred and during the aforementioned sixty (60) day period is found unsatisfactory or if the employee is unable to perform the duties of the new job classification, then the promoted or transferred employee shall be returned to their former position, wage or salary rate without loss of seniority and any other employee hired, promoted or transferred because of the rearrangement of jobs, shall be returned to their former position, wage or salary rate without loss of seniority.

The Employer is obligated to consider seniority in the case of promotions or demotions in excess of one full shift, however, such period of time may be extended by mutual agreement of the Employer and the Union.

7.08 Job/Position Classification Changes

An employee moving from one classification to another that involves no change in their pay rate shall not be considered as promoted or demoted.

It is agreed that an employee shall not be considered as "promoted" unless a vacancy occurs and the vacancy has a higher classification/pay rate.

Section 3 – Transfers

- 7.09 An employee may be transferred to a position both within and outside of the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee will be notified in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as their former position, the employee shall remain at this pay level but will retain their former increment anniversary date for future increments in the new position.
- 7.10 An employee temporarily transferring to a position with a lower rate of pay, than their present rate of pay will continue to receive their present rate of pay for the duration of the temporary transfer and will retain their anniversary date for increments.
- 7.11 If an employee is transferred to a temporary position outside of the bargaining unit, they will be notified in writing, copied to the Union, of the duration of the temporary period. The employee so transferring shall retain their seniority accumulated up to the

date of leaving the bargaining unit, but will not accumulate any further seniority. The employee may elect to return or be returned to the bargaining unit during a period of sixty (60) days. If the employee elects to return or is returned to the bargaining unit by the Employer, such employee shall be placed in a job consistent with their seniority, however their return shall not result in a lay-off or bumping of an employee holding greater seniority.

- 7.12 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed sixty (60) days, unless the Parties to this Agreement mutually agree to extend the time limit(s).
- 7.13 Transfers extending beyond the sixty (60) day time limits and/or where no agreement can be reached to extend the period, or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.
- 7.14 Notwithstanding any of the foregoing, no employee shall be transferred to a position outside of the bargaining unit without their consent.

Section 4 - Special Skills Transfers

- 7.15 From time to time, employees may be selected for training and/or given special assignment(s) in order to gain experience with the Employer, so that their skills and capabilities can be improved for job advancement.
- 7.16 The Employer shall have the right to select and perform this qualification upgrading and to promote, engage, retain or dispense with employees' services in this area, provided; however, that upon completion or termination of such assignments, the employee(s) concerned shall be reinstated in the position/pay classification they held prior to the assignment(s).

No employee shall lose seniority as a result of such special assignment.

Section 5 - Reduction of Work Force

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

7.17 Advance Notice of Lay-Off

Unless legislation is more favourable to the employee(s), the Employer shall notify and give to the employee(s) about to be laid off, fourteen (14) days' notice prior to the effective date of lay-off. If the employee(s) has not had the opportunity to work any day(s) throughout the notice period of the advance lay-off, they shall be paid for the day(s) for which work was unavailable.

7.18 Reduction of Hours

Unless legislation is more favourable to the employee(s), the Employer shall notify and give to the employee(s) about to have their hours reduced, fourteen (14) days' notice prior to the effective date of hour reduction.

7.19 Reduction of Work Force

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform the work of the classification. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority in any classification provided they are capable of performing the job. Employees wishing to exercise their bumping rights must do so within seven (7) days of being notified of their lay-off.

7.20 Recall Procedure

Subject to their ability to perform the work of the/a classification, employees shall be recalled in order of their seniority. The Employer shall notify the employee(s) by registered mail and wherever and whenever possible shall give ten (10) days notice of the recall.

- a) An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose recall rights as per Article 7 for their refusal to return to work.

7.21 No New Employees

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

7.22 Loss of and/or Continuing Seniority

An employee will accrue seniority in the following circumstances:

- Sickness
- Accident
- Union Business
- Maternity/Parental Leave
- Approved Leave of Absence

An employee on lay-off will not lose accrued seniority rights.

However, employees shall lose seniority in the event that:

- a) they are dismissed for just cause and is not reinstated.
- b) they resign in writing and does not withdraw the resignation within two (2) days.
- c) they are absent from work for a period of seven (7) days without sufficient cause and/or without notifying the Employer, unless such notice was not reasonably possible.
- d) they fail to return to work within ten (10) calendar days following a recall notice after a lay-off, unless the employee(s) is/are indisposed due to sickness or other justifiable causes.
- e) they are laid off for a period longer than one (1) year.
- f) they accept severance pay.

7.23 Military Service

It is understood that service with the Armed Forces of Canada in time of war or compulsory military service, does not constitute a break in the continuous service and shall not effect an employee's seniority rights, provided the employee(s) returns to their employment within a period of six (6) months from their discharge from the Forces.

7.24 Union Leaves/Business

It is understood that where the Employer grants time off to an employee, or a leave of absence pursuant to Article 9, they shall not lose seniority rights and shall be entitled to return to their job they would have held, had not the time off/leave of absence been taken.

7.25 Grievances of Lay-off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

7.26 Severance Pay

- a) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service.
- b) The Employer's liability for compensation for length of service increases as follows:
 - i) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
 - ii) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.

ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES AND APPOINTMENTS

Section 1 - Job Description

- 8.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union for consultation and shall become the recognized job descriptions, unless the Union presents written objection to the rate of pay within thirty (30) days.

If the Union presents written objection to the rate of pay of a job description presented to it by the Employer, within thirty (30) days, the contentious job description shall be referred to Joint Classification Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to Arbitration pursuant to Article 6.

8.02 Notice of New Position

In the event the Employer shall establish any new position, the job description, the classification and wage for this new position shall be established by the Employer, in consultation with the Union, and written notice shall be given to the Union, and shall be posted on all Union Bulletin Boards at the Employer's place of business for a minimum of seven (7) calendar days, so that all members will be aware of the new position. Unless written notice of objection is given to the Employer by the Union within thirty (30) calendar days after such notice, to negotiate the wage rate, such classification shall be considered as agreed to. In the event the Parties are unable to resolve the dispute, then it will be referred to Arbitration pursuant to Article 6.

8.03 Changes in Classification

When the duties of work in any classification are changed such that an employee is required to obtain additional skills or training to complete the job, wherein such skills or training become an integral component of the job, the classification and/or pay rate shall be subject to negotiation between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, the dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the Union first made the reclassification request.

Note: Circulation Clerk Job Description to be updated through a Labour Management Meeting.

8.04 Elimination or Change of Classification

Existing classifications shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to the Classification Committee. If the Classification Committee is unable to resolve the difference, then the matter shall be referred to Arbitration pursuant to Article 6.

Section 2 - Job Posting

8.05 When a vacancy occurs or a new position is created inside of the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all Bulletin Boards for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position. Positions shall be posted within seven (7) calendar days of vacancy. Vacancies for positions outside of the bargaining unit shall be posted on bulletin Boards.

8.06 The temporary vacancy of an existing regular full-time or part-time position, which extends for more than thirty (30) days shall be posted as a temporary vacancy. An employee filling a temporary vacancy shall maintain their former employee status.

8.07 Information of Posting/Vacancy

Such notice shall contain the following information: Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate or range and closing date for applications to the position. The Employer will ensure that all postings are open to both male and female applicants and that qualifications are not established in a discriminatory manner.

Section 3 - Processing and Filling of Vacancies/Appointments

8.08 Following the processing of applications, the Employer shall conduct interviews for those employees meeting the posted requirements, based on their qualifications as per Article 8.07 above. Within seven (7) days following the completion of the interviewing, the Employer shall notify the successful applicant of their appointment. Within seven (7) calendar days of the date of the appointment, the name of the successful applicant shall be sent to the Union.

8.09 The employee shall be considered as a qualifying employee in their new position for a period of sixty (60) days as per Article 7.06.

8.10 The Employer agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applicants have been fully processed.

- 8.11** Notwithstanding any of the foregoing, the Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment.

ARTICLE 9 - LEAVE OF ABSENCE

Section 1 - Unpaid Leave - General

9.01 Unpaid Leave

An employee may request a leave of absence without pay up to twenty-one (21) days in any calendar year for good and sufficient cause. The request must be made in writing at least fourteen (14) days prior to the expected date of the commencement of the leave, to minimize disruption of staff and must be approved by the Employer in writing.

This unpaid leave of absence will normally only be considered providing that all vacation has been taken.

Section 2 – Union Leave

9.02 Leave of Absence – Union Officers

The Employer agrees to grant a leave of absence without pay to Union Officers or members, for the business purposes of the Union, or to attend Labour seminars and/or Labour conventions up to a maximum of seventy-five (75) days per year, provided, that a reasonable period of notice in writing is given to the Employer.

9.03 Leave of Absence – Union Business

The Employer agrees to grant a leave of absence without pay to any employee for the business purpose of the Local Union, or the Canadian Union of Public Employees, but such leave of absence granted to any employee, shall not exceed a maximum period of two (2) years at any one time. Application for extending the above period must be by mutual agreement between the Employer and the Union.

Section 3 - Compassionate Leave

9.04 Death in Family

Compassionate leave of absence of up to three (3) days with pay, shall be granted to an employee in the event of a death within the Province of British Columbia, of a member of the employee's immediate family. Where the death occurs outside of the Province of British Columbia, the employee may be granted up to five (5) days leave of absence with pay, however, the employee may request an additional two (2) days travelling time without pay, where internment occurs outside of B.C.

In the event of the death of a spouse, son, or daughter, an additional five (5) days with pay shall be granted and will be deducted from the employee's sick leave bank.

Unused compassionate leave days may be used within a year of the death to attend a memorial or celebration of life ceremony.

Where an employee qualifies for compassionate leave during a period of paid vacation, there shall be no deduction from vacation credits for such absence.

9.05 Pallbearer Leave

One-half (1/2) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

Section 4 – Special Leave

9.06 Compassionate Care Leave

An employee is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a member of the employee's immediate family, provided that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed.

The leave may be divided into split periods of not less than one (1) day.

The Employer may request a copy of the medical certificate.

The leave shall end no later than the last day of the week in which the earlier of the following occurs:

- a) the family member dies or;
- b) the expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.

If an employee has exhausted the above eight (8) weeks of unpaid leave and the family member to whom the above leave applies does not die within the period referred to, the employee may request an additional eight (8) weeks unpaid Compassionate Care Leave.

9.07 Special Leave

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

<u>Reason</u>	<u>Period</u>
Serious fire or flood in employees home	up to five (5) days.
Marriage of employee.....	one (1) working day if the marriage falls on a working day.

Definition of Serious: where the home is uninhabitable or reasonable circumstances dictate

Section 5 – Educational Leave

9.08 Educational Leave

An employee shall be entitled to a leave of absence with pay to write examinations to upgrade their employment qualifications for the Employer. An employee may be granted up to 2 years leave of absence without pay at the discretion of the Library Director.

Section 6 – Collective Bargaining Leave

9.09 Collective Bargaining Leave

- a) Up to a maximum of two (2) bargaining representatives in the employ of the Employer shall be granted leave with pay for attending collective bargaining meetings, if held during regular working hours. This leave shall mean the re-negotiation of an Agreement to supersede this Agreement.
- b) Up to a maximum of two (2) bargaining representatives will be entitled to seven (7) hours pay per day of bargaining and will not be required to complete a work shift after bargaining has ceased for that day if bargaining has continued for a minimum of five (5) hours.
- c) In the event that a bargaining session is less than five (5) hours, a rest period of one (1) hour will be observed before the employee is required to return to work and upon commencement of work, the employee will only be required to complete seven (7) hours combined (bargaining and work shift).
- d) Sufficient coverage shall be available to maintain the Library's regular hours of operation.

Section 7 – Medical Care Leave

9.10 Medical Care Leave

Employees shall be allowed up to twenty-one (21) hours per annum to engage in personal preventive medical/dental health care, provided that such days be used from the employee's accumulated sick leave bank. The employee shall furnish the Employer proof of Medical Care leave on request.

Section 8 – Jury and/or Court Leave

9.11 Jury and/or Court Leave

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

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

Section 9 – Leave for Public Duties

- 9.12 a) Employees elected or appointed to Federal, Provincial, Municipal, or Regional office shall be granted as much leave without pay as necessary during the term of such office. Such political office holders, where the term of public office is served intermittently, shall give the Employer reasonable notice for absences from work for conducting such business.
- b) Employees shall continue to accrue seniority while on an unpaid leave of absence for Public Duties.

Section 10 – Job Related Courses, Conferences and Meetings

- 9.13 It is agreed by both parties that job related courses, conferences and meetings that take place on an employee's regular day(s) off shall be considered as time worked, and the employee shall be given the equivalent time off in lieu to be taken at a mutually agreed time.

No overtime will be involved unless the time spent in such attendance results in the employee working more than seven (7) hours in a day, or more than thirty-five (35) hours in a week.

Should an employee be asked to attend a course, meeting, or conference to be held outside the area, their attendance shall be at the employee's option, provided the employee already meets the qualifications for their job. It is understood by the Employer that hotel rooms, meals, travel, and other applicable expenses including additional child care costs will be the Employer's responsibility. Ample notice shall be given when courses or seminars are to take place, and courses shall be rotated amongst affected employees.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND CALL-OUTS

Section 1 - Hours of Work

- 10.01 The regular working week shall constitute thirty-five (35) hours per week for regular full-time employees. It is recognized by both Parties that such is the nature of a small Library that the working week may constitute variable hours spread over a period of Sunday through Saturday.

Employees may with mutual agreement work up to ten (10) hours per day, exclusive of an unpaid meal break of one-half to one hour, and receive two (2) paid fifteen (15) minute coffee breaks. Seniority will apply to the awarding of shifts.

Upon request and with the approval of the Director, regular employees may elect to work their thirty-five (35) hours/week across four (4) or five (5) days. Requests will not be unreasonably denied.

Employees scheduled for a five and one-half (5.5) to six and one-half (6.5) hour shift shall be entitled to one (1) fifteen (15) minute coffee break and a thirty (30) minute unpaid meal break.

Employees scheduled for a four (4) hour to five (5) hour shift shall be entitled to one (1) fifteen (15) minute coffee break.

10.02 Split Shifts

The Employer agrees that employees will not be assigned split shifts.

- 10.03 The Employer shall arrange the times of all regular shifts and post these at least fourteen (14) days in advance of their effective date. Modifications made there after will require mutual written consent by the employee and employer.

- 10.04 The Employer agrees that employees can exchange shifts on reasonable notice of five (5) days except in cases of emergency. Such notice must be made in writing to the Employer and approval must be given in writing to the employee(s) concerned.

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

- 10.05.1 Employees working thirty-five (35) hours per week shall be entitled to two (2) consecutive days per week of rest.

10.05.2 Closing Routine

The Library's public open hours will allow one (1) or two (2) staff a minimum of fifteen (15) minutes prior to opening the Library and fifteen (15) minutes after closing the Library in order to provide adequate time for the opening and closing routine of the circulation desk. Any time beyond the closure allowance assigned to that shift, can be taken in lieu at a mutually agreeable time.

10.05.3 In order to provide a safer work environment, no staff member will be required to work alone during Library public open hours for periods in excess of one (1) hour.

10.05.4 Employees scheduled for a four (4) hour shift or greater shall be entitled to a fifteen (15) minute coffee break.

Section 2 - Wages

10.06 The Employer shall pay basic wage rates hereinafter called base rates, to its employees in accordance with Schedule "A" which is attached to this Agreement and forms part of this Agreement.

10.07 When an employee is temporarily assigned to a position paying a lower rate of pay, their normal rate of pay shall prevail, except in cases of demotion. When an employee is temporarily assigned to a position paying a higher rate of pay, the employee shall receive the higher rate of pay for the time worked in the position.

10.08 Employees within comparable classifications shall receive equal pay for equal work regardless of sex.

Section 3 - Overtime

10.09 Overtime Defined

All time worked before or after the employee's regular shift, the employee's regular work week, or on a holiday shall be considered overtime. Overtime for part-time employees does not begin until they have completed seven (7) hours in a day and thirty-five (35) in a week.

10.10 Domestic Violence Leave

- a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

- b) Workers experiencing domestic violence will be able to take three (3) days of paid leave (utilizing their sick leave), for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave can utilize their vacation or will be provided time off without pay.
 - c) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- 10.11 a) Overtime shall be paid at the rate of time and one-half (1 1/2) for the first hour and double time (x2) thereafter.
- b) Overtime calculated on a weekly basis shall be at time and one-half (1 1/2) for the first eight (8) hours and double (x2) time thereafter.
- c) Time paid for at overtime rates under (a) above will not be used to calculate overtime under (b) above.
- 10.12 Overtime may be paid for in wages or in compensating time off. The employee shall have the right of choice and shall indicate to their supervisor at the time the overtime is performed or as soon as possible thereafter. The accumulated time shall be taken in the seniority year earned and shall be taken by mutual agreement.
- 10.13 If an employee is required to work in excess of ten (10) consecutive hours, they shall be reimbursed for a meal based on the amount of the receipt provided, up to a maximum of twenty-five (\$25.00) dollars, in addition to paid time of up to one (1) hour in which to eat the said meal.
- 10.14 In the event of a reduction in staff, any and all overtime if any, shall not be performed by employees on non-laid off status. Laid off employees may be recalled to perform the work of overtime and shall be reimbursed at a minimum of four (4) hours pay at the base rate and overtime rates after four (4) hours for the job call-out. Employees recalled under this Section shall be considered as being laid off at the conclusion of each working day unless otherwise advised.
- 10.15 Applicable differentials shall be added in calculating overtime pay.

Section 4 - Weekend Premium

- 10.16 All employees who are scheduled to work on Saturdays and/or Sundays as part of their regular working week shall receive sixty cents (\$0.60) per hour for working on Saturdays and/or Sundays.

The Employer agrees to pay sixty cents (\$0.60) per hour premium for all hours worked beyond 6:00 p.m.

Section 5 - Call-Outs

- 10.17 An employee called to work at any time other than their regular shift, shall be paid a minimum of four (4) hours at the base rate for the job, or time and one half (1 1/2) for the first three (3) hours and double time thereafter, whichever is the greater.

The Employer agrees to pay sixty cents (\$0.60) per hour premium for all hours worked beyond 6:00 pm.

10.18 Telephone Calls to Employees at Home

It is agreed by both parties that all reasonable efforts will be made to ensure that there will be no work-related telephone calls made to an employee's home, other than to schedule that employee for a shift.

However, in the event of an emergency, where an employee is phoned at home in order to rectify a situation that can be resolved over the phone, then that employee will be compensated for a minimum of one-half (1/2) hour's pay.

Should the employee be required on-site to resolve the situation, then the call-out provisions under Article 10 – Hours of Work, Overtime and Call-Outs shall apply.

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

- 11.01 Employees shall be entitled to thirteen (13) Statutory Holidays and such other holidays as may be proclaimed or declared by either the Federal, Provincial or Local Governments.

New Year's Day	Labour Day
Family Day (2 nd Monday in Feb)	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and one (1) floating Statutory Holiday, providing the employee has obtained seniority with the Employer during each year they are in the Library's employ. The floating Statutory Holiday may be taken at a time of the employee's choice, providing, they give the Employer notice of not less than seven (7) days prior notice.

- 11.02 Employees who have not obtained seniority with the Employer shall be entitled to the floating Statutory Holiday during each calendar year, providing, that they have worked a minimum of thirty (30) continuous or broken days in that year.
- 11.03 All floating Statutory Holidays must be taken by December 31st of each year.

Section 2 - Payment of Statutory Holidays

- 11.04 Statutory Holidays shall be paid at the rate of one (1) day's wages provided the employee has been employed for thirty (30) calendar days and have worked or earned wages (paid vacation days or another statutory holiday) on fifteen (15) of the thirty (30) days before a statutory holiday. In the event of illness or accident on any of the scheduled days prior to or after the Holiday during the period of time employed, the employee will be required to present to their Supervisor Medical proof of the occurrence of illness/accident.
- 11.05 In addition to the payment for the Statutory Holiday, all work performed on any such Statutory Holiday shall be compensated for at double time (2x) of the base rate of the employee.
- 11.06 When any of the Statutory Holidays listed in Section 1 fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a

holiday) shall be deemed to be the holiday. Calculations, however, for the Statutory Holiday shall remain the actual calendar date.

- 11.07 An employee who is not scheduled to work on any of the Statutory Holidays listed in Section 1, shall receive holiday pay equal to one (1) day of pay. An employee who is scheduled to work, shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay. The day off to be taken and arranged by mutual agreement.
- 11.08 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.
- 11.09 When any such holiday falls during an employee's vacation with pay, and they would have become entitled to pay for such a holiday not worked, had the employee not been on vacation, they shall receive an additional day of vacation with pay in lieu thereof.

Section 3 - Annual Vacation

- 11.10 Annual vacation entitlement will be determined by the employee's total years of service in the Library and the employee shall be granted holidays according to that established seniority.
- 11.11 All employees shall be credited for and granted vacations earned up to their anniversary date as follows:
- | | |
|---|-----------------|
| On completion of one (1) year to four (4) years | three (3) weeks |
| On completion of five (5) years to ten (10) years | four (4) weeks |
| On completion of eleven (11) years to nineteen (19) years | five (5) weeks |
| On completion of twenty (20) years or more | six (6) weeks |
- After twenty (20) years, one (1) additional working day for each year on continuous service to a maximum of five (5) such additional days.
- 11.12 For each period consisting of thirty (30) consecutive days an employee is absent from work in the year preceding their anniversary date in any year, there shall be deducted from the vacation pay to which they would otherwise be entitled in the succeeding year, one-twelfth (1/12) of the vacation pay, provided that for this purpose, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness or accident shall be considered as time worked.

- 11.13 For the purposes of computing Vacation Pay in this Article, the word "pay" shall mean remuneration, calculated on the employee's total wages for the year in respect of which the employee becomes entitled to an Annual Vacation.
- 11.14 Vacations must be taken before the anniversary date of the succeeding year; however, extensions to this time limitation must be by mutual agreement between the Employer and the Union.
- 11.15 Vacation periods may be applied for by the employees as per the following vacation deadlines and may be taken en-block or split:
- January 1 for requests up to May 30;
April 1 for requests up to September 30;
August 1 for requests up to February 29.
- 11.16 Employees entitled to three (3) weeks or more vacation may split their vacation period and split periods may be of a duration of less than one (1) week. Any additional vacation changes can be done by mutual agreement between the employee and the Library Director.
- 11.17 Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have their choice of that period.
- 11.18 All employees not otherwise entitled to paid vacation are entitled to unpaid vacation leave as per annual vacation entitlements pursuant to clause 11.10.

ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

Section 1

12.01 Unusual Job Requirements of Short Duration

It is recognized and accepted by the Union that the Library personnel are required to assist in any capacity or assume the duties of any Library job in the event it becomes necessary. It is further recognized by the Union that in a small Library, it is impossible to differentiate all duties clearly and definitely at all times. The Union therefore agrees, that assumption of extra duties are not subject to wage adjustment regarding classifications, providing that such additional duties are for a period not exceeding one (1) day.

12.02 Employment Abandoned

If an employee is absent from work for a period of five (5) days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the employee will have been considered to have abandoned their employment.

12.03 Employer's Notice of Termination

Except as may be otherwise provided in the provisions of this Agreement, the Employer agrees to give the Employee two (2) week's notice of termination of employment.

12.04 Employee's Notice of Termination

Except as may be otherwise provided in this Agreement, the employee will give the Employer two (2) week's notice of termination of employment.

12.05 Employer Property

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

12.06 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.07 Legal Costs

Notwithstanding any disciplinary action for just cause, the Employer shall pay all legal costs arising out of lawsuits or charges in any court of law, against an employee, if the employee is found not guilty of the offence they have been charged with. The costs will also be paid if the Employer is found to be negligent in such cases. It is understood that this clause applies only to a legal action commenced as a result of the employee performing their duties for the Employer.

12.08 Access to Personnel Files

An employee shall be entitled to review their personnel file, both paper and if applicable electronic, in the office in which the file is normally kept. The employee shall give the Employer at least forty-eight (48) hours notice prior to the employee having access to such files.

12.09 Reporting Illegal Violations

No employee shall be dismissed, disciplined or penalized as a result of reporting illegal workplace violations in connection with Workers' Compensation Board regulations, theft, or other illegal violations. Should it be found that an employee was involved in the illegal activity, then disciplinary action could result.

In the case of unsubstantiated complaints against another employee, all records of the complaint shall be removed from the personnel file of the person against whom the complaint was made.

If it is found that an employee has knowingly given false reports in a vexatious and/or vindictive manner, then that employee could be disciplined.

12.10 Refusal to Cross Picket Lines

No employee shall be disciplined for refusal to cross a picket line maintained at the premises of the Employer by other employees who are engaged in a legal strike, or at the premises of another employer with whom the Employer is conducting business.

ARTICLE 13 - SICK LEAVE

Section 1

13.01 Definition

Sick leave means a period of time an employee is absent from work with pay due to their being unable to perform their regular duties because of sickness, disablement, or other illness or accident, not payable under the Workers' Compensation Act.

13.02 Credits

Sick leave credits with pay shall be granted on the basis of one and one half (1 1/2) work days per month, cumulative up to a maximum of one hundred and fifty (150) work days.

13.03 Sick Leave Payable

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause of disciplinary action.

13.04 Notification

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

13.05 Sick Leave Records

Prior to January 01 of each year, the Employer shall notify and advise each employee in writing, of the amount of sick leave accrued to their credit.

Section 2

13.06 Extension of Sick Leave

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

13.07 Medical/Dental Appointments

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

13.08 a) Family Responsibility Leave

A regular full-time or regular part-time employee will be granted leave of absence without loss of pay for up to seven (7) days. This will be deducted from the employee's accumulated sick leave bank, to meet responsibilities related to the care or health of any member of the employee's immediate family. If more than seven (7) days are required, or no accumulated sick leave entitlement exists, the employee will make arrangements for such leave, without pay, by telephone and subsequently confirm the details in writing.

The Employer may request confirmation from a medical practitioner.

b) Sick Leave During Vacation Leave

If an employee should experience illness or injury of a serious nature during vacation leave, providing the illness or injury is documented by a medical practitioner, and provided the Employer is notified immediately, time off for these reasons will be charged against the employee's sick leave and not vacation leave.

c) Sick Leave During Leave of Absence/Layoff

When an employee on an approved leave of absence returns to work they shall be granted with a sick leave credit not to exceed one and one half (1 1/2) days providing the leave of absence was for one (1) month or more. If the leave of absence was for less than one (1) month, then the credit will be pro-rated.

Employees on laid off status as per Article 7, Section 5 shall retain their cumulative credits but will not accumulate additional credits during the period of lay-off, however, a laid off employee recalled under the provisions of Article 7 shall be eligible for sick leave pay provided:

- i) that the illness occurs during their period of re-employment and they are scheduled to work on the days for which sick leave is claimed.
- ii) that such sick leave ceases on the day on which they would otherwise have been laid off.

13.09 Sick Leave Bank During a Reduction of Hours

Should a regular employee be reduced in hours to the extent that the employee would no longer normally qualify for benefits, the employee will retain their accumulated sick leave credits in a sick leave bank. The employee will not accumulate additional credits nor will the employee be entitled to use the credits from the sick leave bank until such time as that employee requalifies for benefits.

13.10 Sick Leave Payout - Retirement

Pursuant to the provisions of the Public Sector Pension Plans Act, and/or in accordance with the Employer's Policy, all employees shall upon retirement, be eligible for and receive a cash gratuity payment, at their current base rate of their accumulated sick leave if any, based on the following:

After five (5) years of service - twenty (20%) percent and an additional two (2%) percent per year to a maximum of one hundred and fifty (150) working days.

13.11 Workers' Compensation

An employee prevented from performing their regular work with the library on account of an occupational injury that is covered by the Workers' Compensation Act shall continue to receive from the Employer the full pay and benefits of this Agreement, subject to necessary adjustments, pending a settlement of the insurable claim.

In order to continue receiving their regular salary, the employee shall assign their compensation cheque to the Employer.

An employee shall be entitled to receive a supplement equal to the difference between the amount payable by the Workers' Compensation Board and their last rate of pay. Should the employee choose to receive such supplement, the employee's accumulated sick leave will be debited, pro-rated for each day the supplement is received. No employee shall receive such supplement for a period longer than their accumulated sick leave.

13.12 Duty to Accommodate

1. In circumstances where an employee may be unable to perform the regular duties of their position due to a mental or physical disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's

disability can best be accommodated without causing undue hardship to the Employer, the employee, or the Union.

2. In considering the feasibility of the options for accommodation, the parties shall consider, without limitation, such options as the modification of duties, shifts, equipment, and/or the retraining of the employee.

13.13 Medical Certificates

If a medical certificate is requested by the Employer, the Employer shall reimburse the employee for the expenses upon submitting proof of payment.

13.14 Employment Insurance Premium Reduction

The Employer and the Union shall jointly apply annually for the Employment Insurance Premium Reduction. The employees' share of the rebate shall be returned to the employees.

ARTICLE 14 - MATERNITY LEAVE

- 14.01 Pregnancy shall not constitute cause of dismissal.
- 14.02 On completion of the probationary period an employee shall qualify for maternity leave and the Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 14.03 Employees shall be granted seventeen (17) weeks maternity leave of absence without pay or the duration of time specified in the Employment Standards Act, whichever is the greater. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- 14.04 Should an employee require a longer period of maternity leave because of health reasons and/or complications, an extension up to a maximum of four (4) months will be granted on production of a medical certificate.
- 14.05 An employee shall retain full employment status and accumulate all benefits of this Agreement while on maternity or parental leave.
- 14.06 After fifteen (15) weeks of absence covered by Employment Insurance provisions, an employee may choose to receive payment of normal weekly salary from their accumulated sick leave credits.
- 14.07 An employee shall give the Employer at least two (2) weeks notice/advise of their return to work after maternity or parental leave of absence and they shall be returned to their former position; however, if their former position no longer exists, then they shall be placed in an equivalent position in their department.
- 14.08 An employee who requests parental leave is entitled to:
- a) for a parent who takes maternity leave in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the maternity leave taken unless the Employer and employee agree otherwise; or
 - b) for a parent who does not take maternity leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; or
 - c) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after the child is placed with the parent.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the above parental leave.

Employees will provide four (4) weeks of notice in writing to return to work.

- 14.09 Any employee collecting parental leave benefits covered by Employment Insurance provisions may choose to receive top-up using their accumulated sick leave credits, if applicable, or may choose to receive top-up from continuing to work on a reduced schedule to the amount that is allowed under the Employment Insurance Act, or any combination thereof.
- 14.10 An employee who requests maternity leave after the birth and loss of a child, or the termination of a pregnancy, is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends.

ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

Any changes to the benefit and health care plan coverage will take effect on the commencement of City of Trail plan changes; however, any improvements to Municipal Pension Plan will be retroactive with the City of Trail negotiations.

15.01 Municipal Pension Plan

All eligible employees shall apply for coverage under the Municipal Pension Plan in compliance with the Public Sector Pension Plans Act of British Columbia.

15.02 Group Life Insurance Plan & Accidental Death & Dismemberment Plan

Upon completion of the probationary period, all employees shall join the Group Life Insurance Plan and Accidental Death and Dismemberment benefit provided by the Employer, and the Employer shall pay the actual cost of the premiums of such group plans providing two (2x) times the employee's annual salary.

15.03 Employment Insurance

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

15.04 Long-Term Disability

All eligible employees shall be entitled to participate in a Long Term Disability Plan. The premium shall be shared between the Employer and the employees as follows:

Effective January 1, 1999

	90% paid by the Employer
	10% paid by the employee

The plan is to provide a monthly benefit of not less than two-thirds (2/3) of an employee's monthly earnings to a maximum of three thousand dollars (\$3,000.00) per month upon eligibility for the Long Term Disability. The waiting period before eligibility for the LTD benefit shall not be greater than ninety (90) days.

15.05 Medical Plans

- a) The Employer shall pay the actual cost of the premiums for married and single employees covering membership in a mutually agreed medical plan, including B.C. Medical Plan, Extended Health Benefit Plan, provided that any change in the coverage involves the entire group of Library employees.

- b) An employee may waive their participation in the Extended Health Plan if they have provided proof of current coverage from another benefit plan.
- c) The employee at any time has the right to enrol in the Extended Health Benefit Plan if they have previously waived participation in the plan subject to the requirements of the service provider.

15.06 Vision Care Plan

All eligible permanent regular employees shall be entitled to participate in a vision care benefit as part of the Extended Health Benefit Plan. The benefit shall provide a coverage of seven hundred (\$700.00) dollars every eighteen (18) months. The premiums for the vision care benefit will be 100% paid by the Employer.

15.07 Dental Plan

All eligible employees shall participate in a Dental Plan providing:

100% Plan "A"

75% Plan "B"

75% Plan "C" - Effective March 1, 2004 – to a maximum of \$3000.00.

Increase annual maximum for Plan "A" and "B" to an unlimited amount.
Remove reference to "child only" in Plan "C".

The cost of monthly premiums to be shared as follows:

Effective March 1/82 - 75% paid by the Employer
- 25% paid by Employee

15.08 Benefits for Regular Employees 65 years of Age and Over

A regular employee, who chooses to work beyond their sixty-fifth (65th) birthday, is entitled to all benefits outlined in this Agreement, except for those benefits which third party carriers will not provide. Where the carrier will provide benefits but the premium costs exceed the rates paid for employees under the age of sixty-five (65), the employee, if they choose to continue with the coverage, must pay the difference in premium costs directly.

15.09 Same Sex Spousal Benefits

The Employer agrees where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided.

15.10 Prescription Card

All regular full-time and regular part-time employees shall be entitled to participate in a pay direct prescription card for the purposes of paying for prescriptions through coverage provided by the Extended Health Benefit Plan. The Employer shall pay 100% of the costs associated with this benefit.

15.11 Employee Assistance Program

The Parties recognize the current operation of an employee assistance program. Both Parties recognize the benefits of the continued operation of this program. The Employer agrees not to make any changes in the current policy without prior consultation with the Union.

15.12 Parking

The Employer will provide to all employees ten (10) minutes before "dusk" to retrieve their vehicle to move to a safer space. Where possible two(2) staff together, will be allowed to retrieve vehicles. The Employer agrees to petition inclusion of employee parking areas to the City of Trail security patrols, whenever patrols are enacted.

ARTICLE 16 - SAFETY

- 16.01 A Joint Safety Committee shall be established comprising of one (1) management employee appointed by the Employer and one (1) employee selected or elected by the Union.
- 16.02 The Joint Safety Committee shall meet regularly and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.
- 16.03 Copies of all minutes of the meetings shall be forwarded to the Workers' Compensation Board and shall be retained by the Employer and the Union.
- 16.04 Time spent by Committee members in the performance of their duties during working hours, shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.
- 16.05 Each representative of the joint committee is entitled to an annual educational leave totalling 8 hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Board. A representative of the joint committee may designate another representative as being entitled to take all or part of the representative's educational leave. The employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the employee for, the costs of the training course and the reasonable costs of attending the course.

ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUM

17.01 Employees shall be compensated in accordance with the applicable Wage Schedule, Attachments and Addendum appended to this Agreement.

ARTICLE 18 - VARIATIONS

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

ARTICLE 19 – PRINTING OF AGREEMENT

Section 1 – Printing of Agreement

19.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 20 - EFFECTIVE AND TERMINATING DATES

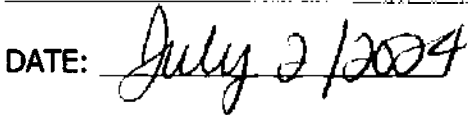
20.01 This Agreement shall be effective from March 1, 2024, and shall remain in force until February 28, 2027 and from year to year thereafter unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code. During the period of collective bargaining, this Agreement shall continue in full force and effect.

SIGNED ON BEHALF OF:

THE TRAIL AND DISTRICT PUBLIC LIBRARY

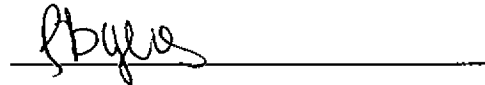


DATE:



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



SCHEDULE "A"

HOURLY RATES OF PAY AND EFFECTIVE DATES

CLASSIFICATION	March 1, 2024	March 1, 2025	March 1, 2026
	5%	5%	4%
Librarian	\$34.97	\$36.71	\$38.18
Program Specilaist (Adult)	\$34.97	\$36.71	\$38.18
Program Specilaist (Children)	\$34.97	\$36.71	\$38.18
Library Assistant	\$28.17	\$29.58	\$30.76
Statistics Clerk	\$25.05	\$26.31	\$27.36
Circulation Clerk	\$23.76	\$24.95	\$25.95
Student	\$19.00	\$19.95	\$20.75
Pages	minimum wage		

1. Housekeeping responsibilities will be assigned as required.
2. Librarians will be sufficiently cross-trained.
3. Librarians on a leave of absence for less than thirty (30) days will be replaced by Library Assistants at the Library Assistant rate.

March 1, 2024 student rate will be \$19.00 an hour, thereafter follow the same increases as per the Collective Agreement afforded to other positions.

One-time increase for the Circulation Clerk \$1.00 prior to 2024-2026 wage increases

One-time increase for the Library Assistant \$0.75 prior to 2024-2026 wage increases

LETTER OF UNDERSTANDING #1

Students

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

1. Prior to any application for funding, the Employer and the Union will meet and by mutual agreement set the terms and conditions for each situation.
2. Those hired will become members of C.U.P.E. Local 2087.
3. Such employees are not to augment the regular staff.
4. The position must not conflict in duties with any union position, unless mutually agreed to in writing.
5. The position must not result in the reduction of hours or lay-off of any current employee or position, nor may it prevent the re-hire of any employee currently on lay-off status.
6. Employees will be employed on a special project not exceeding four (4) months in duration.
7. Employees, during the aforementioned period, shall not be entitled to accumulative seniority.
8. Vacation pay and statutory holiday pay will be paid in accordance with the Employment Standards Act.

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.

SIGNED ON BEHALF OF:

THE TRAIL AND DISTRICT PUBLIC LIBRARY



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



LETTER OF UNDERSTANDING #2

Library Pages

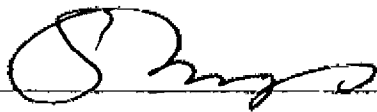
The Parties agree to the following conditions of employment for Library Pages:

- a) Those hired will become members of CUPE Local 2087.
- b) The shift for Library Pages shall not be less than two (2) consecutive hours.
- c) Vacation pay, Statutory Holiday pay and any other benefits will be paid in accordance with the Employment Standards Act.
- d) The duties performed by Pages are outlined in the Pages Job Description.
- e) Wages for Library Pages shall be as per Schedule "A", or the BC Minimum wage rate, whichever is greater.
- f) Seniority for Pages shall be calculated as Page seniority, relative only to other Pages in the bargaining unit, but do not accumulate seniority relative to the whole bargaining unit.

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.

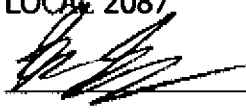
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THE TRAIL AND DISTRICT PUBLIC LIBRARY



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087



LETTER OF UNDERSTANDING #3

Summer Reading Program


Pursuant to Article 1.14 and Letter of Understanding# 1 of the Collective Agreement the Parties agree to the following for the term of the Collective Agreement on a without prejudice basis:

1. Summer Students may be hired to work on, implement and lead the Summer Reading Program each year.
2. This agreement shall not result in the reduction of hours or lay-off of any current employee, nor may it prevent the re-hire of any employee currently on lay-off status.

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.

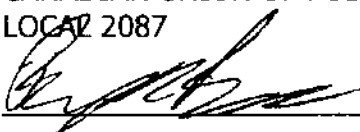
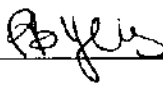
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THE TRAIL AND DISTRICT PUBLIC LIBRARY



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #4

Community Involvement

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


This agreement in no way will affect the number of positions or employees currently in the bargaining unit, or future creation of positions and hiring in the bargaining unit. In accordance with Article 1.14, the Parties agree to the following for the life of the Collective Agreement:

1. The Employer will meet with the Union in advance to discuss the use of volunteers.
2. Volunteers shall work in the presence of a bargaining unit member on the same floor.
3. Volunteers do not do the following:
 1. Reference
 2. Rapid entries
 3. Overrides
 4. Memberships
 5. Overdue related problems
 6. Interlibrary loan requests
 7. Fines
 8. Story time (can assist but not run story time)
 9. Re-filling membership cards
 10. Any job that gives access to patron records

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.



SIGNED ON BEHALF OF:

THE TRAIL AND DISTRICT PUBLIC LIBRARY



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #5

Hours of Work – Modified Work Week

The Parties hereby agree a modified work week as described herein be implemented.

1. A Modified Work Week

A modified work week shall comprise of a regular work week plus an accumulated two (2) hours at straight time within a five-day work week, excluding all paid or unpaid leaves under the Collective Agreement, for those working a paid thirty-five (35) hours a week. The accumulated straight time hours shall be carried in a bank for a scheduled day off comprising of 7 hours.

Employees cannot accumulate beyond seven (7) hours in the "modified work week bank" and this time must be scheduled and used before additional time can be accumulated.

2. Banked Time and Cash Payout

Schedules must be prepared and submitted by the employees participating in the program for approval by their supervisor for the upcoming month three (3) working days prior to the commencement of the month. These schedules will reflect time worked, time used, and any accumulated time carried forward.

The accumulated banked time of seven (7) hours must be taken as a paid day off on the scheduled day, or if this is not possible, within 60 days of the last modified day worked.

A cash payout shall not be available for any hours banked under the modified work week. Banked times for all other purposes shall remain in accordance with the Collective Agreement without any modification.

3. Overtime Accumulation and Compensation

For the purpose of a modified work week only, each thirty (30) minutes accumulated in a work day between Monday to Saturday, shall not be considered overtime and shall not be compensated as overtime. For all other purposes, the overtime provisions of the Collective Agreement shall apply.

4. Time Worked

For the purpose of a modified work week, time worked towards the accumulation of seven (7) hours in the bank shall be based on time worked excluding sick leave,

vacation, statutory holidays and any other paid or unpaid leaves as specified in the Collective Agreement.

5. Wage Rate Relieving in High Rated Position

For the purpose of modified work week which results in a scheduled day-off, no wage rate adjustment shall be made to an individual if required for partially relieving in a higher-rated position unless the individual was assigned to work in a higher-rated position to the scheduled day off under the modified work week and in such case the provisions of the Collective Agreement shall apply. At all times, relieving in a higher rated position shall be avoided through scheduling; however, partial work for short periods may be necessary to service customers.

6. Scheduled Paid Day Off

The participating members shall take a paid day off per schedules drawn and subject to the availability of personnel. The scheduled paid day off can be taken on any day of the week if prior approval by the Library Director has been obtained.

7. Participation

The employee must submit intent to participate in the modified work week program by December 1st prior to the participation in the following calendar year starting in January.

8. General – Monetary Gain and Interpretation

The modified work week shall not incur any monetary increase to any participants other than a paid day off as per schedules drawn and as per time banked under the modified work week. The modified work week shall be interpreted within the context of this Letter of Understanding and not within the context of the Collective Agreement as a whole unless specifically stated.

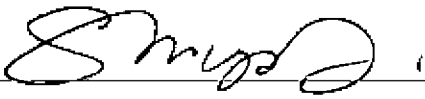
9. Notice of Termination

Either party to this Letter of Understanding may terminate the modified work week without prejudice by giving thirty (30) calendar days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.


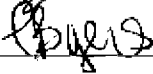
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THE TRAIL AND DISTRICT PUBLIC LIBRARY



SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #6

Practicum Student Placement

CUPE Local 2087, in an effort to support the interests of higher learning and education supports the placement of a maximum of two (2) practicum students per year at the Trail and District Public Library.

The following shall apply to all practicum placements:

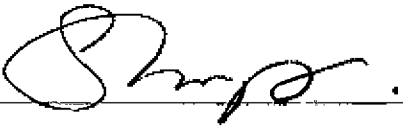
1. The Employer agrees to provide as much advance notice as possible to the Union when approached to provide practicum experience.
2. The Employer shall advise the Union in writing of a practicum student prior to agreeing to any contract with an outside agency or educational institution.
3. Such notice shall contain the duration of the practicum placement and the name of the sponsoring agent placement.
4. Practicum students shall not receive any pay while on practicum placement.
5. The assignment of a Practicum student shall not result in the lay-off or reduction of hours of any regular employee.
6. Work experience placements and practicum shall not exceed sixty (60) calendar days except with mutual agreement.
7. Practicum students shall not be used to supplement the workforce.
8. Practicum students will not replace employees on the circulation desk, but are able to perform circulation desk duties similar to those of a Library Assistant.
9. Practicum students will not be used to replace employees on sick leave.
10. At no time will a student be placed or continue in a workplace during a strike or lockout.
11. If a strike or lockout arises during a practicum placement, the Board will notify the educational institution and the practicum shall be suspended.
12. No student on a practicum placement shall have cause to cross any picket line honored by CUPE, Local 2087.
13. On commencement of a practicum placement, the Board shall provide students with general and job-specific training in the safe performance of their duties.
14. Appropriate safety equipment shall be provided and/or identified prior to the commencement of a practicum placement.
15. Institutions requesting practicum placements shall provide appropriate Workers' Compensation Board coverage for practicum students while working in the Library.
16. Practicum placements will be supervised at all times and will not be placed in a position of dealing with confidential information or records.
17. The hours of a practicum placement shall be within those of the participating CUPE employee(s).
18. Upon commencement of a practicum placement, the Union will supply an information package to the student introducing them to the Union.

19. Upon commencement of a practicum placement, the Union will supply an information package to the student introducing them to the Union.

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.


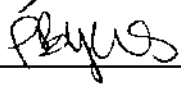
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CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #7

Wellness Activities/Equipment

The Employer agrees to reimburse full-time employees five hundred (\$500.00) dollars and part-time employees three hundred (\$300.00) dollars, during the term of this Agreement, with the acceptable receipts for wellness activities/equipment.

Eligible expenses/programs include, but are not limited to:

1. Fitness centre and pool membership or drop in fees,
2. Structured exercise classes,
3. Tobacco cessation programs,
4. Team or individual sport registrations,
5. Ski passes,
6. Golf passes,
7. E-bikes, mountain bikes, or street bikes,
8. Fitness and sport equipment such as skis, running shoes, paddle boards, kayaks, tennis rackets, golf shoes, etc and,

Any other expenses that are not listed will be reviewed to ensure there is a fitness/wellness related aspect to claim.

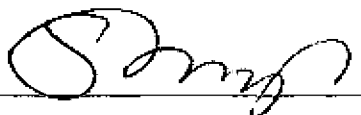
Employees must notify the Library Director, in writing, which year they intend to use the benefit by September 1, 2024.

Employees shall also be eligible to participate in the City of Trail E Bicycle Policy/Program.

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.

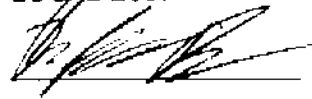
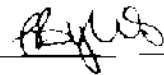
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LOCAL 2087

LETTER OF UNDERSTANDING #8

Cultural Leave


Employees who regularly observe cultural or religious holidays other than those proclaimed by the federal or provincial government as listed in Article 11.01 will be entitled to up to five (5) days unpaid leave without loss of seniority and/or benefits to observe such holidays.

These days are non-accumulative from year to year. Applications for Cultural Leave shall be submitted two (2) weeks ahead of time in writing to the Library Director. Such requests shall be subject to operational requirements.

IN WITNESS WHEREOF the parties hereto have caused these present to be signed by their respective officers thereto lawfully authorized in that behalf, this ____ day of _____ 2024.

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