



COLLECTIVE AGREEMENT

between the

WEST VANCOUVER MEMORIAL LIBRARY BOARD

and the

WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

2013 January 01 to 2016 December 31

Errors and omissions will be addressed by the parties.

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THIS AGREEMENT made the first day of January, TWO THOUSAND AND THIRTEEN (2013)

BETWEEN:

THE WEST VANCOUVER MEMORIAL LIBRARY BOARD

(hereinafter called the "Board")

of the First part

AND:

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

(hereinafter called the "Association")

of the Second part

ARTICLE 1 – GENERAL

1.01 WHEREAS the Board approves and recognizes the Association as the sole bargaining agency certified under *Labour Relations Code of British Columbia* for Employees of the Board except those excluded under the said code;

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement, the following shall so apply:

1.02 Rights of Management

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

ARTICLE 2 – TERM OF THE AGREEMENT

2.01 This Agreement shall be for a term of four (4) years with effect from 2013 January 01 to and including 2016 December 31, and shall remain in full force and effect from year to year thereafter unless written notice of intent to terminate or amend the Agreement is given by either party in accordance with the time limits outlined in the *Labour Relations Code of British Columbia*.

2.02 It is agreed that Section 50(2) and (3) of the *Labour Relations Code of British Columbia* shall be specifically excluded from and shall not apply during the term of this Agreement.

- 2.03** If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

ARTICLE 3 – ASSOCIATION SECURITY

- 3.01** It is agreed that Employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that Employees who are hereafter employed by the Board shall become members of the Association at the beginning of the bi-weekly pay period immediately following the Employee's first working day of employment and shall remain members of the Association as a condition of employment provided that no Employee shall be deprived of employment by reason of loss of Association membership for any reason other than failure to pay regular Association dues.

- 3.02** Provided that each Employee has signed an "Application for Association Membership" form and has signed a "Fees and Dues Authorization" form, and provided that such "Fees and Dues Authorization" form is not revoked, in writing by the Employee, the Board will, commencing from the Employee's first working day of employment, deduct from the pay of each Employee covered by this Collective Agreement, all fees and regular dues as authorized by the Employee and as determined by the Association in accordance with its Constitution, and will transmit the total amount so deducted to the Association.

3.03 **Copies of the Agreement**

- (a) The Board agrees to print and provide copies of the Collective Agreement to all Employees in the bargaining unit as of the date of such printing. The cost of printing such copies will be shared equally between the Board and the Association.
- (b) The Board agrees to print for the Association the number of copies of the Collective Agreement which it requires for its purposes. The cost of such printing will be borne by the Association.
- (c) The Board will, at no cost to the Association, provide a copy of the Collective Agreement to Employees who are hired into the bargaining unit after the date of printing of the Collective Agreement.

3.04 **Crossing of Picket Lines**

- (a) In the event that any Employee of the Board, other than those covered by this Agreement, engage in a legal strike or where Employees of another Employer in a labour dispute engage in a legal strike and maintain picket lines, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines.

- (b) Failure to cross a picket line such as that referred to in Sub-section 3.04(a) by the Employees covered by this Agreement shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.
- (c) Notwithstanding the foregoing, where the parties agree that a picket line is not to be observed, refusal to cross such a picket line may be grounds for disciplinary action by the Board.
- (d) In cases of emergency as decided by the Board, the Association agrees to waive the right of refusal to cross the picket line as outlined in Sub-section 3.04(a) for the number of Employees required to remedy such emergency.

ARTICLE 4 – DEFINITIONS

4.01 The Employees of the Board shall be in seven categories:

- (a) A **Permanent Full-time Employee** is an Employee who is employed on a Full-time basis of thirty-five (35) or thirty-seven and one-half (37½) hours per week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, and Temporary Full-time Employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual Employees.
- (b) A **Permanent Part-time Employee** is an Employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (a) above but which are one of the following:
 - (i) twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position,

or

 - (ii) twenty-one and one-half (21½) hours or more per week for a classification established as a thirty-seven and one-half (37½) hour per week position

for an indefinite period of time and who has completed a Probationary Period of the same duration as a Permanent Full-time Employee in the same position, i.e. either six (6) or twelve (12) months, consisting of satisfactory continuous service in any established position.

- (c) **Probationary Employee** shall mean and include an Employee employed during the first twelve (12) months of service or six (6) months of service, as set out below, in any established position.

The probation period for Permanent Full-time Employees shall be twelve (12) months of service in an established position except for:

- (i) the following positions which shall be six (6) months:
 - Library Assistant I
 - Library Assistant II
 - Building Maintenance Worker I
 - Shelver
- (ii) existing Employees, with a minimum twelve (12) months equivalent Full-time service, filling any Permanent Full-time vacancy shall be limited to a maximum six (6) month probationary period provided that one or more of the following criteria are met:
 - A. previous experience in similar position(s) within the Memorial Library - and/or
 - B. previous related experience elsewhere - and/or
 - C. a combination of education and experience.
- (iii) Employees who receive credit for probation as per Article 13.06.
- (d) A **Temporary Employee** is a Full-time or a Part-time Employee employed for a position which is not established; provided always that no Employee may remain a Temporary Employee after the expiration of twelve (12) months' continuous service. Both the Employee and the Association will be advised in writing that the employment is temporary.
- (e) A **Replacement Temporary** is used to fill a need created by the extended absence of a permanent employee. There is no vacant position created by these leave situations.

It is recognized that in cases such as maternity leave or sick leave, prior knowledge of the length of absence or illness may not always be available. In the case of sick leave, a Permanent Employee may be released by their physician to return to work with very little, if any, prior notification to the parties.

Payment for the work is at the rate commensurate with the position assigned.

Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months are not applicable to Replacement Temporary Employees.

- (f) An **Extended Term Temporary** is used for individuals hired for a term specific project that is known at the outset to be of greater than twelve (12)

months duration. Examples discussed include new capital projects and other initiatives with estimated end dates, or where there is a need to hire an individual to provide a specific service for a term that goes beyond the existing "Temporary Employee" category twelve (12) month time frame. "Extended Term Temporary" positions are not positions required for an indefinite period of time, and will be addressed on a case-by-case basis.

If the originally anticipated term date needs to be altered, it would be through consultation and concurrence of the parties.

Payment for the work is at the rate commensurate with the position assigned.

Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months is not applicable to Extended Term Temporary Employees.

- (g) A **Casual Employee** is any other Employee working less than the number of hours shown in (b) above. The Director of Library Services is to ensure that the hours worked by the Casual Employee do not exceed the limits specified in (b) above; it being understood that no Casual Employee attains Permanent status by reason of working the equivalent of six months in time.

4.02 Job Sharing

A job sharing arrangement refers to a specific written agreement setting out the names of the participants, the position to be shared, and the terms and conditions, consistent with the District's Job Sharing Agreement. The written agreement shall be signed by the Director of Library Services or designate, WVMEA, and the affected Employees.

4.03 "Gender"

The Masculine Gender, wherever used herein shall also mean and include the Feminine, unless the context otherwise requires.

4.04 Municipal Pension Plan

Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act* apply to the Employer and its Employees who participate in the Plan. This Plan is referred to as the Municipal Pension Plan in this Collective Agreement.

4.05 Re-Retires

Re-retires refers to when an Employee retires from the Library and is subsequently re-hired by the Library and then retires again from the Library.

ARTICLE 5 – REMUNERATION

- 5.01** (a) The scales of remuneration set out in Schedule “A” shall apply as specified during the term of this Agreement.

Increases over the life of the Agreement are in accordance with the following:

January 1, 2013	1.75%
January 1, 2014	1.75%
January 1, 2015	2%
2016	Pattern settlement of first four identical Municipal (Metro Vancouver) wage settlements including effective date(s).

Retroactive Pay

The parties agree that all individuals on active payroll at the point any retroactive payment for any 2013 and 2016 pay increase is to be paid out, will automatically receive any retroactivity due to them.

Individuals who were of “permanent” employment status, but are no longer employed by the Board at the point of retroactive payment, will receive a letter from the District, informing them of the fact that they may be entitled to receive retroactive pay, and that they must complete and return a form to be enclosed with the letter, to action payment.

All other Employees no longer employed by the Board at the point of retroactive payment will be required to write to request retroactive payment but will not receive a letter from the District. The Board will endeavor to remind these individuals at the point of their employment termination that it is their responsibility to follow up on and request retroactive payment in writing.

- (b) Salaries listed in Schedule “A” are shown in hourly rates of pay.
- (c) Overpayments and Underpayments Due to Administrative or Other Error

Where an Employee has been overpaid as a result of administrative or other error, the Board will reach an agreement with the individual to manage reasonable and timely repayment of the overage. Where the overpayment is over the amount of one hundred dollars (\$100) or where a group of Employees is involved, the Association will be informed. It is understood that there will be no interest charged on overpayments. Where the error is clearly obvious to the Employee, it is the responsibility of the Employee to inform the Employer of the error.

Where an Employee has been underpaid as a result of administrative or other error, the Board will endeavour to correct the error in the pay period following becoming aware of the error.

5.02 Eligibility for Increments: Permanent Full-time and Permanent Part-time Employees

- (a) Time periods for eligibility for increments shall be six (6) months of satisfactory performance for movement from Step 1 to Step 2 and from Step 2 to Step 3 of Pay Grades 10 to 14. For movement from Step 1 to Step 2 of Pay Grade 15 increments shall be six (6) months of satisfactory performance, then on annual basis from Step 2, subject to completion of satisfactory performance. All other time periods shall remain unchanged at twelve (12) months of satisfactory performance.
- (b) Increments for Permanent Part-time Employees will be granted on the basis of the successful completion of every eighteen (18) months of employment or working the full-time equivalent hours of twelve (12) months, whichever is sooner.

5.03 Pay for Acting in a Senior Capacity

- (a) Except as provided in Sub-section 5.03(c), Temporary appointments to a higher position must be authorized in writing by the Department Head concerned.
- (b) When an Employee is appointed to temporarily accept the responsibilities and to carry out the duties incident to a position which is senior to the position which the Employee normally holds, the Employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position which represents an increase over the Employee's normal rate. If the acting appointment is known to be three (3) consecutive months or longer from the outset, any paid leave taken during the period will be paid at the higher rate. If the acting appointment becomes three (3) consecutive months or longer, paid leave from the three (3) months point onwards will be paid at the higher rate. This provision only applies to 5.03(b) Pay for Acting in a Senior Capacity, and does not include paid leave taken from an overtime bank.
- (c) Except where circumstances prevent prior approval being granted, acting pay has to be approved prior to the actual work being carried out and further that payment, except in terms of longer than two (2) weeks duration, will be made after the term has been completed. In cases where an Employee is appointed to an acting term for longer than two (2) weeks the adjustment will be paid two (2) weeks in arrears.
- (d) (i) Any Employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to an Exempt Staff position for a period of more than ten (10) consecutive working days

shall be given a leave of absence in good standing from membership in the Association for the period of the Temporary appointment so as to allow the Employee to fully execute the Exempt Staff duties.

- (ii) No leave of absence will be required where the Employee is:
 - A. Appointed to act for ten (10) consecutive working days or less, or
 - B. Required also to perform some or all of their regular classified bargaining unit duties.

5.04 First Aid Premiums

First Aid Premiums shall be established and paid to designated holders of WorkSafe-approved First Aid Certificates as follows:

Level 3	Ninety-five (95) cents per hour
Level 2	Eighty (80) cents per hour
Level 1	No premium

5.05 Direct Deposit

All Employees receive their pay through Direct Deposit to their bank account. Employees are responsible for providing Payroll with current banking information and for keeping Payroll updated if any changes occur.

5.06 Market Adjustments

Where a classification has been identified by the Library as being behind market and/or such class has been difficult to recruit for or to retain Employees in, the Library may, after consultation with the Association, temporarily increase the rate of pay for the classification by up to two pay grades (or its percentage equivalent). These temporary adjustments do not alter the rate of pay for the classifications in Schedule "A".

Such temporary increases will be reviewed by the Library annually on July 31st or such other date as mutually agreed between the parties. Upon such annual review, if the rate of pay for a classification is found to be above market then the rate of pay for the classification may be adjusted by the Library to reflect the new market conditions but in no case will the rate of pay be adjusted below the rate of pay shown in Schedule "A". Those Employees who would be adversely affected by such an adjustment shall remain at their current rate until such time as normal increments and/or general negotiated increases result in a rate that matches or exceeds the Employee's current rate, at which time Employees shall again become eligible for increments and subsequent general increases.

ARTICLE 6 – CHANGES IN WORKING CONDITIONS

- 6.01** The Board agrees that any reports or recommendations made to the Board dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, workloads, classification or reduction of employment, will be communicated to the Association at such interval before they are approved by the Board as to afford the Association reasonable opportunity to consider them and, further, that if Employees are deprived of employment by any implementation of such change they shall receive priority consideration for other employment with the Board.

ARTICLE 7 – STUDENT EMPLOYMENT

Students and youths employed by the Board shall be paid as shown in 7.01 and 7.02 below and shall be covered by all the terms and conditions contained in this Collective Agreement, except as provided for in 7.03 below:

- 7.01** Students and youths working as replacements in established Association positions will be paid the established rate for the job.
- 7.02** Students and youths working on special projects sponsored by Government grants, other than regular summer programs, will be paid the Government project funded rates. Funded rates will also be paid to students and youths working on special projects where the applied for government funding was not approved.
- 7.03** In addition to the payment of wages outlined in 7.01 and 7.02 above, students and youths shall qualify only for four percent (4%) Vacation pay. Payment for time off on a Statutory Holiday will be calculated and paid for as per the *Employment Standards Act* provisions. Any time worked on a Statutory Holiday will be paid as outlined in Schedule B.

ARTICLE 8 – FILLING VACANCIES

- 8.01** Except as shown in Section 14 Layoff, the Board agrees that before filling any position which has become vacant, and all new positions being created or Temporary positions becoming Permanent, notice of such vacancy shall be posted in a conspicuous place in the Memorial Library and in such other places as may be agreed upon for seven (7) days before such vacancy is filled. It is further agreed that the Board will forward a copy of all postings relative to this Article to the Business Manager of the Association. *See also Article 13.02.*
- 8.02** **Posting of Temporary Opportunities**

Where a position's status is temporary (not casual) and is known at the outset to be of twelve (12) months or more in duration, it will be posted. If an internal candidate

is successful, there will be no further obligation to post subsequent temporary vacancies as a result of the first posting.

A Permanent Employee who is the successful candidate may request a temporary leave from their position. Operational needs will factor into the decision regarding whether or not the leave can be granted and such leave requests will not be unreasonably denied. If the leave is approved, the Employee will return to their position or one of similar responsibilities at the conclusion of the temporary opportunity. Any request for extension of the leave will be dealt with in the same manner as the original request.

ARTICLE 9 – BENEFITS FOR PERMANENT EMPLOYEES

9.01 It is hereby agreed that the following Employee benefits will be continued for the term of this Agreement as below (*see also Appendix 1*):

(a) For all Employees except Permanent Full-time and Permanent Part-time Employees see Schedule “B”.

(b) (i) **Permanent Full-time Employees**

All Permanent Full-time Employees will be eligible for benefits the first day of the month following their start date as a Permanent Employee. All Permanent Full-time Employees, and their spouse, including same-sex spouse, and dependents as defined by the applicable insurance carrier, shall be eligible to participate in benefits (i.e. MSP, EHB, Dental, LTD, and Life) as described below (except as noted in Appendix 1).

(ii) **Permanent Part-time Employees With Less Than Three (3) Months’ Service**

All Permanent Part-time Employees who have worked less than three (3) months of continuous service shall be entitled to receive twelve percent (12%) of regular salary in lieu of benefits.

(iii) **Permanent Part-time Employees With Over Three (3) Months’ Service - Options**

Permanent Part-time Employees who have worked three (3) months of continuous service as a Part-time Employee and who regularly work twenty (20) or more hours per week, shall be provided with a one (1) time choice between receiving an additional percentage of regular salary in lieu of all benefits or actual benefits coverage as described below.

At the time a Permanent Part-time Employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the Employee shall be advised that their decision of pay in lieu of benefits has to be made and communicated to the Director of Human Resources or their designate within five (5) working days of being given said choice. When the choice has been given to the Employee, but the Employee fails to advise the Director of Human Resources or their designate of the Employee's decision within the stated five (5) working days, they shall be deemed to have chosen pay in lieu, and shall be paid accordingly.

All Permanent Part-time Employees who have worked three (3) months, shall be entitled to the same Bereavement Leave, Pregnancy Leave, Adoption Leave and Jury Duty provisions to which Permanent Full-time Employees are entitled on a pro-rated basis, but if having opted for the percentage in lieu of all other benefits, shall not be paid such percentage when on unpaid Leave of Absence.

Permanent Part-time Employees who opt for a percentage in lieu can enroll in the Municipal Pension Plan as per 9.07(c) once they reach the Pension Plan requirements.

(iv) **Permanent Part-time – With Benefits**

Permanent Part-time Employees who complete three (3) months' continuous service and who opt for benefit coverage shall commence such coverage on the first (1st) day of the month immediately following the completion of three (3) months' continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of three (3) months' continuous service and the commencement of benefit coverage. The Employee and their spouse, including same-sex spouse and dependents, as defined by the applicable insurance carrier, will be eligible for benefits (i.e. MSP, EHB, Dental, LTD, and Life) as described below (except as noted in Appendix 1).

In any case where an eligible Employee opts for benefits coverage, the Library Board will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Permanent Part-time Employee normally works, and the Employee will be required to pay the balance of the premiums.

Where a Permanent Part-time Employee is assigned to work consistent additional hours in their position beyond what they normally work (their "master" hours) for a period that is known at the outset to be of at least three (3) months' duration, their master will be changed to reflect the higher number of hours for the full period of the additional hours. Where a period of assigned consistent additional hours either becomes or looks likely to become a period of

at least three (3) months' duration, the Employee's master will be changed at that point to reflect the higher number of hours for the remaining period of the additional hours. The master will be changed back to the Employee's normal part-time hours once they have ceased to continue working the additional assigned hours. The purpose of this provision is to calculate the appropriate percentage the Employer and the Employee pay and the adjusted benefits (e.g. bereavement, sick, banks, etc.) that the Employee becomes entitled to during periods of consistent additional assigned hours worked in the Employee's permanent position.

9.02 Extended Health Benefit

- (a) Details of Plan coverage are available on WestNet.
- (b) Deductible - the Extended Health Care Benefit annual deductible is one hundred (\$100) per annum.
- (c) The lifetime maximum of the Plan is one million (\$1,000,000).
- (d) The Board's share of premiums for the Extended Health benefit shall be seventy-five percent (75%) with the Employee's share being twenty-five percent (25%), or as per Section 9.01(b)(iv).
- (e) The Plan shall include the Vision Care Option to cover all eligible Employees. The Option will include laser eye surgery and provide a maximum payable benefit of Four Hundred Dollars (\$400) per claimant claimable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan. Effective 2014 June 23, the Option will include prescription sunglasses.

9.03 BC Medical Plan

The Board's share of premiums for those Employees participating in the Medical Plan shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%) or as per Section 9.01(b)(iv).

9.04 Group Life Insurance

The Board's share of premiums for the Group Life Insurance benefit shall be sixty percent (60%) of the total premium and the Employee's share shall be forty percent (40%) of the premium or as per Section 9.01(b)(iv).

Life insurance coverage shall be equivalent to twice one year's salary, excluding overtime, calculated to the nearest thousand dollars. The maximum coverage is two hundred and ten thousand dollars (\$210,000).

Age sixty-five (65) or over - Coverage terminates at age sixty-five (65).

9.05 Long-term Disability (LTD)

The Long-term Disability Plan provides protection against total loss of earnings due to health reasons. The Board's share of premiums shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%) or as per Section 9.01(b)(iv).

The benefit shall be based on fifty percent (50%) of the Employee's salary or wage at the time absence commences, subject to the terms of the Policy.

Age sixty-five (65) or over – coverage and benefits terminate at age sixty-five (65).

9.06 Dental Plan

(a) The Board's share of premiums shall be seventy-five percent (75%) (effective 2014 July 17, eighty percent (80%)) and the Employee's share shall be twenty-five percent (25%) (effective 2014 July 17, twenty percent (20%)), or as per Section 9.01(b)(iv).

(b) The Dental Plan will provide:

Plan "A" – Eighty Percent (80%) repayment of the approved cost for basic services. Plan A includes nine (9) month visits for adults and six (6) month visits for children.

Plan "B" – Fifty Percent (50%) repayment of the approved cost for Prosthetics, Crowns and Bridges.

Plan "C" – Fifty Percent (50%) repayment of the approved cost for the orthodontics [up to a lifetime maximum of two thousand five hundred dollars (\$2,500)] per dependent child [effective 2014 July 17, up to a lifetime maximum of three thousand dollars (\$3,000) per employee, employee's spouse or common-law partner, and dependent child].

9.07 Municipal Pension Plan

(a) Compulsory enrollment is required when a Permanent Full-time Employee who is age eighteen (18) or older reaches the earlier of:

(i) The date on which the Employee's probation period is successfully completed, or

(ii) The date on which the Employee completes twelve (12) months of continuous employment in a Permanent position.

(b) Subject to the relevant section of the *Public Sector Pension Plans Act* the Board agrees to participate as to one-half ($\frac{1}{2}$) the cost determined by the Commissioner of the Municipal Pension Plan to extend the pensionable

service of a member covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as an Employee of the West Vancouver Memorial Library and which has not previously been considered as pensionable service. Current Pension Plan rules require that the purchase of service be made within five (5) years of hire date for Permanent Employees.

This benefit shall be subject to the following conditions:

- (i) Only a member with a vested interest in the Municipal Pension Plan and who has reached the minimum age of Retirement as defined in the *Public Sector Pension Plans Act* shall be eligible; and
- (ii) An Employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the Employee wishes to retire, and has provided written verification to Human Resources of the purchase of the service, including cost at the time of purchase, for reimbursement of one half of what the cost had been at the time of purchase, to be paid to the Employee upon their retirement. Purchase of this service must be made within the timeframe established by the *Public Sector Pension Plans Act*.
- (c) Municipal Pension Plan contributions shall commence for Temporary, Casual and Permanent Part-time (who have chosen percentage in lieu) Employees [when they qualify under the terms of the *Public Sector Pension Plans Act*] on the first day of the pay period following eligibility should an Employee so elect to contribute to the Pension Plan.
- (d) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the *Public Sector Pension Plans Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the Act to continue its contributions to the Plan.

9.08 Retirement

If an Employee retires and receives payment under Article 9.08 and then becomes an Employee again and re-retires, he/she is entitled to a maximum of one (1) month's pay (21.67 working days when payment is split between retirements) in total through all their retirements with the West Vancouver Memorial Library.

- (a) On retiring at or after age sixty (60), a Superannuated Employee shall receive one (1) month's pay, computed at their classified rate of pay for the calendar month immediately preceding the date of Retirement.
- (b) On retiring at or after age sixty (60), an Employee who is not on the Municipal Pension Plan shall receive two (2) days' pay computed at their

rate of pay for the calendar month immediately preceding the date of Retirement, for each complete consecutive period of twelve (12) months continuous service to a maximum of one (1) month's pay.

- (c) Retirement payments where applicable shall be based on the hours worked in the twelve (12) consecutive month period immediately preceding the Permanent Part-time Employee's date of retirement.

9.09 Sick Leave Plan

- (a) After three (3) completed calendar months' continuous service, Probationary and Full-time Employees shall be granted Sick Leave with pay on the basis of one and one-half (1½) days per month (maximum eighteen [18] days per calendar year), cumulative to a maximum of two hundred and fifty (250) working days, retroactive to the first calendar month of employment.

For current Employees, as at April 1, 1999, existing sick leave banks will be grandparented at current levels to a maximum of two hundred and eighty (280) working days. Once the level of days drops below two hundred and fifty (250) working days, Employees can only earn back to a maximum of two hundred and fifty (250) working days.

For Permanent Part-time Employees who opt for benefits coverage, accumulation of Sick Leave credits will commence from the first (1st) day of the month immediately following the completion of three (3) months' continuous service. Sick Leave credits will be based on one and a half (1½) days per month, prorated. Maximum accumulation of sick leave credits will be based on two hundred and fifty (250) days annually, prorated. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1st) day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Part-time Employee has Sick Leave credits.

Annual Sick Leave credits for Permanent Part-time Employees will be prorated and reduced in the same manner and subject to the same provisions as set out for Permanent Full-time Employees.

Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to twenty (20) continuous working days of absence due to Sick Leave between January 1st and December 31st will not result in any reduction of Sick Leave credits.
- (ii) Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31st will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Continuous Working Days Absence}}{260 \text{ working days}} \times 18 \text{ days}$$

- (iii) Cumulative absences of forty (40) working days or more on Sick Leave between January 1st and December 31st will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times 18 \text{ days}$$

- (b) A Medical Certificate may be required as proof of sickness.
- (c) In the event of extended medical absence, if the Employer requires medical certification of ability to return to work, the Employer will pay for the cost of the certificate.
- (d) Non-Culpable Employment Termination

Where a Permanent Employee has exhausted all sick leave benefits, including any Employment Insurance benefits and has no access to Long Term Disability benefits, the Employer may, at their discretion, terminate their employment on a non-culpable basis unless there is a reasonable likelihood that they would be able to return to productive employment within nine (9) months from the last day benefits were received. In this case the Employee will be granted sick leave without pay for the additional period. If at the end of the additional period, the Employee is still unable to return from sick leave, the Employee may be terminated on a non-culpable basis.

9.10 Illness in the Family

Where no one other than the Employee can provide for the needs of the Employee's child, spouse or parent during an illness, an Employee, upon approval of the Employee's Department Head, may be granted up to three (3) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EI Rebates, only those Employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein. For Permanent Part-time Employees, any deductions will be based on a maximum of three (3) days pro-rated.

9.11 WorkSafe Benefits

- (a) In WorkSafe cases the time not paid by the WorkSafe Board shall be treated as sickness and the loss of salary paid by the Municipality from the Employee's Sick Leave Bank, but only to the extent that Sick Leave credits remain in the Employee's Sick Leave Bank. Deductions from an Employee's Sick Leave Bank referred to in this sub-section shall not result in a deduction from the Employee's Gratuity Allowance.

- (b) While an Employee is absent on WorkSafe Wage Loss Benefits the wage loss cheque from WorkSafe shall be forwarded to the Municipality and the Employee will continue to be in receipt of a pay cheque from the Municipality. If the net adjusted pay received by an Employee by way of WorkSafe Income Continuance benefits is below that pay which they would have received had they been working, the Municipality will top up the Employee's pay from their sick leave bank. An Employee's adjusted net pay will not exceed their normal net pay.
- (c) While in receipt of WorkSafe Wage Loss Benefits the Employee's salary or wages for the period of wage loss will be the figure which WorkSafe calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Employment Insurance which presently are not deductible from WorkSafe Wage Loss Benefits, and any other deductions which in the future may become non-deductible from WorkSafe Wage Loss Benefits. After these deductions are made the Employee receives the balance, subject to (b) above.
- (d) The Board agrees that where an Employee's WorkSafe Income Continuance adjusted net pay is below that which the Employee would have received had they been working a 'top-up' of earnings will be made in accordance with Sub-sections 9.11(a), (b) and (c) above.

9.12 Third-party Liability Provision

- (a) When an Employee initiates a claim against an insuring third party (e.g. ICBC), the Employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the Employee received Sick Leave benefits. The Employee shall give permission to the insuring third party to pay the wage loss amount directly to the Municipality; or, upon direct receipt of such payment, the Employee shall pay the Municipality the amount of the wage loss so received. The Municipality shall then reimburse the Employee's Sick Leave Bank and credit the Employee's Sick Leave and Gratuity Banks for the number of days represented by the payment.
- (b) Failure to comply with this Section shall result in the Employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the Employee while absent as a result of the sickness or injury precipitating the third-party claim.

9.13 Graduated Return to Work

The Board's return-to-work program will be entered into if medically authorized by the Employee's practitioner(s).

9.14 Gratuity Plan

- (a) Effective April 1, 1999, current Employees shall qualify for Gratuity Plan credits based on twelve percent (12%) of unused annual banked Sick Leave per calendar year. Previous credits earned will not be affected by this change.

Effective April 1, 1999, new Employees shall qualify for Gratuity Plan credits based on the following:

- 0% of unused annual banked Sick Leave for the first (1st) year;
- 5% of unused annual banked Sick Leave for the second (2nd) year;
- 12% of unused annual banked Sick Leave for the third (3rd) year and beyond.

Gratuity Credits can be withdrawn in whole or in part after five (5) years of continuous service in cash or, on approval of the Director of Library Services, as additional vacation. Gratuity credits can be accumulated to a maximum total of 120 days.

- (b) Payment of the Gratuity in cash shall be computed at the time of withdrawal as follows:

$$\textit{Gratuity Hours Withdrawn} \times \textit{Current Hourly Rate}$$

9.15 Inability to Perform Duties

- (a) On receipt of medical advice of a voluntary permanent reduction in the classification of an Employee for health reasons or of a voluntary temporary reduction in the classification of an Employee during pregnancy, the Employee shall be paid at the rate of the lower classification, provided no other appropriate work can be found at the Employee's usual classification. The Association shall be advised before any proposed changes are made.
- (b) Upon receipt of medical advice that the Employee is capable of returning to their former duties, the Employee shall return to their former duties no later than one week of their submitting such medical advice to the Director of Library Services.
- (c) Voluntary permanent reduction in classification for non-medical reasons may be considered, but each case will be judged on its own merits. Where such a reduction is approved by the Director of Library Services, the Employee shall be governed by Sub-section 9.15(a) above. Only when a vacancy exists will an Employee be allowed to apply for a move back to their previous positions level.

ARTICLE 10 – LEAVES OF ABSENCE

10.01 Association Business

Upon application and upon receiving permission of the Director of Library Services or appointed substitute in each case, time off shall be granted to official representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. However, when permission is not granted, such decision shall be subject to the review of the Board.

10.02 Bereavement Leave

- (a) Any Permanent Full-time Employee (pro-rated for part-time) who has completed three (3) months of employment, may be granted Bereavement Leave without loss of pay for a period not to exceed three (3) working days in the following events:
 - (i) in the case of the death of the Employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse. Common-law, including same-sex partner, means a person residing with the Employee for at least one year and who is publicly represented as the member's spouse;
 - (ii) in the case of the death of any other relative if living in the Employee's household; or
 - (iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the Employee.
- (b) Any Employee who qualified for Bereavement Leave without loss of pay under Sub-section 10.02(a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the areas included within the Regional Districts of Greater Vancouver, Central Fraser Valley, Dewdney-Alouette, Fraser-Cheam, Powell River, Squamish-Lillooet and Sunshine Coast) may be granted additional leave without loss of pay for a further period of two (2) working days (prorated for part-time).
- (c) Requests for leave under Sub-sections 10.02(a) and (b) herein shall be submitted to the Director of Library Services who will determine and approve the number of days required in each case.
- (d) An Employee who qualified for Bereavement Leave without loss of pay under Sub-section 10.02(a) herein may be granted such leave when on Annual Vacation if approved by the Director of Library Services. An

Employee who is absent on Sick Leave with or without pay or who is absent on WorkSafe Leave, shall not be entitled to such Bereavement Leave without loss of pay.

- (e) Upon application to, and upon receiving the permission of the Director of Library Services, an Employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Sub-section 10.02(a).
- (f) If the Permanent Employee has not yet completed three (3) months of employment, leave may be granted as outlined above, but as unpaid leave.

10.03 Pregnancy and Parental Leave

(a) Length of Leave

(i) *Birth Mother:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Pregnancy Leave and up to thirty-five (35) consecutive weeks of Parental Leave, all without pay.

Pregnancy Leave can begin up to eleven (11) weeks before the expected birth date. Parental Leave must commence within fifty-two (52) weeks of the birth of a child and must immediately follow the Pregnancy Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Pregnancy Leave is entitled to thirty-seven (37) weeks of Parental Leave, within fifty-two (52) weeks of the birth of a child, and cannot be parceled into separate periods.

(ii) *Birth Father and Adoptive Parent:*

An Employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of Parental Leave without pay. The Employee shall take the leave within fifty-two (52) weeks of the child's birth or the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

(iii) *Extensions – Special Circumstances:*

An Employee shall be entitled to extend the Pregnancy Leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the Employee as unable to work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks' leave without pay beginning immediately after the end of the Parental Leave.

- (iv) The maximum combined period for EI benefits for an Employee wishing to claim Pregnancy and Parental Leave, shall be fifty-two (52) weeks (including a two [2] week waiting period). Please refer to Employment Insurance Pregnancy, Parental and Sickness Benefits for more details.

(b) Notice Requirements and Commencement of Leave

- (i) A pregnant Employee who elects to request Pregnancy Leave shall provide their Department Head with written notice and a Medical Certificate from a duly qualified medical practitioner stating the estimated date of birth. Such notice and certificate shall be provided no later than four (4) weeks before the day the Employee proposes to begin leave. A Medical Certificate form is available from the Human Resources Department or the District's WestNet.
- (ii) In normal circumstances a pregnant Employee shall terminate employment or proceed on Pregnancy Leave two (2) months before the expected date of birth.
- (iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and/or the Municipal Physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Physician.
- (iv) Where a pregnant Employee gives birth before requesting Pregnancy Leave or before commencing Pregnancy Leave, the Pregnancy Leave will be deemed to have started on the date of the birth.
- (v) No Employee shall be permitted to work during the six (6) weeks following the date of birth, unless the Employee requests a shorter period. A request for a shorter period must be given in writing at least two (2) weeks before the date the Employee proposes to return to work and must be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.
- (vi) In the case of adoption of a child, the Employee shall provide written notice with as much notice as possible and will be required to provide evidence of entitlement to leave.

(c) Return to Work

- (i) An Employee who has been granted Pregnancy Leave or Parental Leave or Adoption Leave shall notify their Department Head at least four (4) weeks before they intend to return to work, so that mutually convenient arrangements may be made for their return to employment.
- (ii) If an Employee fails to contact their Department Head as outlined above the Employee shall be considered to have permanently separated from employment with the West Vancouver Memorial Library.
- (iii) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits and vacation entitlement (but not for Statutory Holidays or Sick Leave) Pregnancy Leave and Parental Leave shall be counted as service. Vacation pay will be pro-rated by the period of leave and an Employee may elect not to take that portion of their Vacation which is unpaid.
- (iv) Employees requesting to work in a shorter period of time as defined in 10.03(b)(v) above, shall notify the Employer at least two (2) weeks before the date the Employee proposes to return to work.
- (v) Permanent Employees who are interested in returning to a modified hours of work or job share arrangement are encouraged to submit this request for consideration, in writing, to their Department Head at least twelve (12) weeks prior to their intended return to work date. If the request cannot be accommodated, the employee will be reinstated in their previous or a comparable position as per the provisions of Article 10.03(c)(iii).

(d) Sick Leave

An Employee on Pregnancy Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness related to pregnancy provided that the Employee has sufficient Sick Leave credits, and produces to Human Resources a Municipal Medical Certificate duly completed by their attending physician.

(e) Benefits

- (i) Benefits shall continue uninterrupted during the period of time the Employee is on Pregnancy and/or Parental Leave (not to exceed an aggregate maximum of fifty-two [52] weeks) provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period.

- (ii) Pension contributions will cease during the period of the leave, but can be purchased as outlined in the *Public Sector Pension Plans Act*. The Employee's and Employer's portions must be paid at the time of purchase.
- (f) In the event of any conflict between the *Employment Standards Act* and Sub-sections 10.03(a)(b)(c)(d) and (e) of this Agreement, the provisions of the *Employment Standards Act* shall apply.
- (g) Supplemental Employment Insurance Benefits (Pregnancy Leave Top Up)
 - (i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by Employees while they are temporarily unable to work as a result of giving birth.
 - (ii) Birth mothers who are permanent Employees who are entitled to pregnancy leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB payments.
 - (iii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance pregnancy benefits are eligible to receive SEIB payments.
 - (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an Employee and ninety-five percent (95%) of their regular gross weekly earnings (the calculation shall be based on master hours only) and is paid as follows:
 - A. for the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - B. up to an additional eleven (11) weeks will be payable if an Employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
 - (v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an Employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's regular weekly earnings from employment and an Employee's accumulated leave credits will not be reduced.
 - (vi) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an Employee is receiving benefits. Under the SEIB

Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

- (vii) To receive Supplemental Employment Benefits the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

10.04 Adoption Leave

- (a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 10.03(a)(ii), (b)(vi), (c)(i), (ii), (iii), (v), (e)(i), (ii), and (f).
- (b) Maximum period of Parental Leave for the purposes of adoption is thirty-seven (37) weeks.
- (c) Arrangements for leave without pay may be extended to cover off- school hours for Employees who adopt a child who is of school attending age. In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period.

10.05 Jury Duty

In the event an Employee is required to serve on a Jury, or is called for Jury Duty, such Employee shall continue to receive their regular pay, provided however, such Employee shall turn over to the Board any allowance received for serving on such Jury. The Employee is to perform their normal duties for the Board when they are not required to serve as a juror or report for Jury Duty. (Refer to relevant District policy.)

10.06 Employment Insurance Compassionate Care Leave

Employees who meet the criteria of the Employment Insurance Compassionate Care Benefits program - family member is gravely ill with a significant risk of death within twenty-six (26) weeks and employee wishes to provide care to that individual – may request a leave of absence without pay for the eight (8) week period they are receiving EICC benefits through Employment Insurance (two [2] week waiting period and six [6] weeks of benefits). For an EICC leave, Employees are not expected to use vacation entitlements before being granted the unpaid leave. Such leave requests will not be unreasonably denied.

Once the EICC leave has concluded, if the employee requires additional time to care for the same family member, he/she may request additional time off to be covered by either earned banks or leave without pay. Such leave requests will not be unreasonably denied.

ARTICLE 11 – VACATION

- 11.01** (a) Vacation for Permanent Employees shall be as outlined in Article 11.03.
- (b) Vacation for Permanent Part-time Employees on benefits is prorated. A qualified Permanent Part-time Employee will commence service for the purpose of earning the first (1st) part calendar year's vacation entitlement from the first (1st) day of the month following completion of three (3) months' continuous service. After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.
- (c) Casual, Temporary and Permanent Part-time Employees on percentage in lieu receive percentage in lieu of vacation.
- 11.02** In all cases of termination of service for any reason, adjustment will be made for any over-payment of Vacation.

11.03 Regular Vacation

- (a) Paid Annual Vacation for all Permanent Full-time Employees shall be as follows (see also Article 13.06). When a change in status between Permanent Full-time and Part-time occurs, vacation entitlement will be adjusted accordingly. No Employees will lose any entitlement already earned as a result of a change of status:
- (i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted Vacation pay in accordance with the *Employment Standards Act*.

Librarians

- (ii) In the first part calendar year of service, Vacation will be granted on the basis of one-twelfth (1/12) of twenty-two (22) working days for each month or portion of a month greater than one-half (½) worked. [See 11.07(i) for the definition of a calendar year.]
- (iii) During the second and all subsequent calendar years of service - twenty-two (22) working days.

All Other Classifications

- (iv) In the first calendar year of service or part thereof, vacation will be granted on the basis of fifteen (15) days pro-rated.
- (v) During the second (2nd) calendar year of service up to and including the seventh (7th) calendar year of service - fifteen (15) working days.

- (vi) During the eighth (8th) calendar year of service up to and including the fifteenth (15th) calendar year of service – twenty (20) working days.
- (vii) During the sixteenth (16th) calendar year of service up to and including the twenty-third (23rd) calendar year of service – twenty-five (25) working days.
- (viii) During the twenty-fourth (24th) calendar year of service and all subsequent years of service - thirty (30) working days.

(b) Vacation Adjustment Due to Sick Leave

Annual Vacation credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to seventy-nine (79) cumulative working days of absence on Sick Leave between the first and the last pay period of the year (January 1-December 31) will not result in any reduction of Vacation entitlement.
- (ii) Cumulative absences of eighty (80) working days or more on Sick Leave between the first and the last pay period of the year will result in the pro-rating of Vacation credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence} \times \text{No. Days' Vacation Entitlement}}{260 \text{ working days}}$$

- (iii) Under no circumstances shall Vacation entitlement arising from the application of Article 11 be reduced below fifteen (15) working days of Vacation entitlement.
- (c) Although vacation entitlement is noted in days per year for ease of reference, vacation entitlement is actually calculated in hours based on an Employee's regular hours of work in a calendar year.

11.04 Supplementary Vacation

A supplementary of five (5) working days extra Vacation in the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) and forty-sixth (46th) year shall be provided as follows:

- (a) Each Employee who is in their eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), or forty-sixth (46th) calendar year of service shall thereupon become entitled to five (5) working days of Supplementary Vacation. Such Vacation will be credited on January 31st in the calendar year of entitlement.

- (b) Such entitlement shall be an Employee's even if such Employee's employment is terminated prior to the end of the period to which the entitlement applied.
- (c) For purposes of clarification an explanatory note and table is attached to this Agreement as Schedule "C" and forms part of this Collective Agreement.

11.05 Vacation Entitlement upon Retirement or Termination

- (a) All Permanent Employees who terminate their employment with the Board after having reached minimum Retirement age as defined in the *Public Sector Pension Plans Act* shall be entitled to Vacation Entitlement as follows:
 - leaving between January 01 and March 31, one-half (½) of the full Vacation entitlement;
 - leaving between April 01 and December 31, full Vacation entitlement.

An Employee is entitled to this benefit once, including instances of re-retires.

- (b) All other Employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.

11.06 Early Retirement

- (a) Staff Other Than Professional Librarians

An Employee entitled to twenty-five (25) or more days of Annual Vacation shall be entitled to defer up to five (5) days per year of their Vacation into an Early Retirement Bank. An Employee entitled to thirty (30) or more days of Annual Vacation shall be entitled to defer up to ten (10) days per year of their Vacation into an Early Retirement Bank.

- (b) Professional Librarians

During the eighteenth (18th) and subsequent years of service a Librarian shall be entitled to defer up to five (5) days per year of their Vacation into an Early Retirement Bank. During the twenty-sixth (26th) and subsequent years of service a Librarian shall be entitled to defer up to ten (10) days per year of their Vacation into an Early Retirement Bank.

- (c) Vacation deferred as in 11.06(a) and (b) above may only be taken immediately prior to Retirement. The Board may, at its sole discretion, permit an Employee to use such banked Vacation under other circumstances.

- (d) Given the specific intent of Early Retirement Leave, there will be no further accrual of sick leave or vacation leave once an Employee is on their Early Retirement Leave immediately prior to retirement. An Employee on Early Retirement Leave shall have access to their sick leave bank should they become ill or injured for a period of five days or more up to their declared date of retirement. Any remaining Early Retirement Leave balance would be paid out at that time. A medical certificate will be required as proof of illness.

An Employee may request a payout of their Early Retirement bank or a combination of payout and leave with the leave to be taken immediately prior to retirement and with any payout to occur upon retirement.

11.07 Vacations shall be as outlined in 11.03 above, provided that:

- (a) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive Vacation for the calendar year in which Termination occurs on the basis of one-twelfth (1/12) of their Vacation Entitlement for that year for each month or portion of a month greater than one half (½) worked to the date of Termination.
- (b) Where a dispute arises over Seniority for vacations only between Permanent Part-time and Permanent Full-time Employees, it is agreed that the Seniority should be determined by the percentage of time worked, multiplied by the years of service.

Example

An Employee working four-fifths (4/5) time for ten (10) years would have:

Four-fifths (4/5) x ten (10) = Eight (8) years of service

or

An Employee who worked five (5) years at four-fifths (4/5) time and five (5) years at three-fifths (3/5) time would have:

Four-fifths (4/5) x five (5) = Four (4) years plus three-fifths (3/5) x five (5) = Three (3) years for a total of seven (7) years of service

- (c) Except as provided in Schedule C, "Regular and Supplementary Vacation", Employees who have completed five (5) calendar years of service may carry over ten (10) working days of Regular Vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of Regular Vacation is taken in the current year. Such carry-over is subject to the approval of the Director of Library Services. Vacations carried over shall be taken in accordance with the requirements shown in 11.07(d) and (e). If

vacation carry-over requests are not submitted or are not approved, all unused vacation will be paid out in the second pay period after January 1.

- (d) An Employee qualifying for and intending to carry over Regular Vacation shall notify the Director of Library Services by November 30 of the year in which the Vacation was earned. Requests for consideration of extenuating circumstances are to be provided in writing by the Employee to the Director of Library Services to be dealt with in consultation with Human Resources.
- (e) An Employee qualifying for and intending to carry over Supplementary Vacation from one year to the next year, and subject to Schedule C, shall notify the Director of Library Services by October 31st of the current year.
- (f) All Vacation Entitlement is to be taken by December 31st of the year in which the Vacation was earned, excepting Vacation carried over which has to be taken by December 31st of the year the Vacation was carried over to and further excepting Supplementary Vacation carried over in accordance with Schedule C. Requests for consideration of extenuating circumstances are to be provided in writing by the Employee to the Director of Library Services to be dealt with in consultation with Human Resources.

Supplementary Vacation days may be taken in any of the five (5) years following the year in which it was earned. For example, years 11, 12, 13, 14, 15 before the next five (5) days are credited in the sixteenth (16th) year.

- (g) All of the said Vacation periods shall be exclusive of days off and statutory holidays. All service shall be calculated as of December 31st of each year.
- (h) Entitlement in working days is based upon a five (5) day work week.
- (i) "Calendar Year" for the purpose of earning and taking Vacation credits shall be January 1st through December 31st.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 Pay for Statutory Holidays for all Employees except Permanent Employees shall be as shown in Schedule "B". Paid Statutory Holidays for all Permanent Employees shall be as follows.

12.02 Entitlement for Permanent Employees

- (a) All Employees hired on a full-time continuous basis shall qualify for pay on the Statutory Holidays shown in 12.02(b) commencing with the first such Statutory Holiday following their date of employment, subject to 12.02(c).
- (b) A holiday with pay shall be given to Employees qualified as outlined in Sub-section 12.02(a) on the following Statutory Holidays:

New Year's Day, Family Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's Birthday, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a Statutory Holiday by the Federal or Provincial Government or the Municipality. When a Statutory Holiday above is observed on other than a normal working day, a holiday with pay will be granted at a time to be approved by the Director of Library Services.

- (c) Employees shall be paid for Statutory Holidays providing the Employee has worked, or is on Annual Vacation or Leave of Absence With Pay, on the Employee's last scheduled working day prior to and the Employee's first scheduled working day immediately following the holiday. Extenuating circumstances that arise regarding the outlined criteria for payment may be brought to the attention of the Director of Library Services for consideration and decision.
- (d) Part-time Employees who have opted for fringe benefits in place of twelve percent (12%) (in lieu of benefits) shall, upon opting for fringe benefits, become entitled to Statutory Holiday pay for the holidays listed in 12.02(b) above, based on the average of the Employee's regular hours for the months in which the Statutory Holiday occurs, i.e.:

No. of **hours** worked in the thirty (30) days immediately prior to the Statutory Holiday

divided by

No. of **days** worked in the thirty (30) days immediately prior to the Statutory Holiday

- (e) Where, due to the continuous nature of the work, time off earned as a result of a Statutory Holiday cannot be taken on the day, time off will normally be scheduled within the same pay period as the Statutory Holiday. If this is not operationally possible, the Supervisor and the Employee will mutually agree upon an alternate date(s) to be taken within the following pay period. It is not the intent of the Employer to pay out time off earned as a result of a Statutory Holiday.

12.03 Statutory Holidays Occurring on Week-ends

- (a) Statutory Holidays occurring on week-ends shall be observed as shown in (i) and (ii) below, provided they occur at a time of the year when the Library is not open to the public on Sundays:
 - (i) Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.
 - (ii) Where two Statutory Holidays occur on two consecutive days, being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.

- (b) Where the Statutory Holiday falls on a Sunday when the Library would normally be open, the Statutory Holiday shall be observed that day and staff scheduling will be arranged so that Permanent Employees receive the number of consecutive days off they would have been entitled to had the Library not been open.

ARTICLE 13 – SENIORITY

13.01 The definition of Seniority as shown in Section 14.02 shall apply in cases of Layoff only.

13.02 The following definition of Seniority will not apply in cases of Layoff.

- (a) **Permanent Employees** only shall have rights based on Seniority. In making promotions, transfers and demotions the skill, knowledge, efficiency and capability of assuming additional future responsibilities of the Permanent Employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.
- (b) **Permanent Part-time Employees** shall have Seniority rights based on 'equivalent time' relative to the Permanent Full-time Employees. Seniority will be effective from the first (1st) day of permanent employment, provided the employment has been continuous, except as noted in Section 13.04 and 13.06.

13.03 Seniority While on Leave

Seniority may be accumulated during, but is not necessarily limited to, approved educational leave and approved leave to attend to the business of the Association as it relates to the Library Board.

13.04 Seniority Accrual

Seniority will not accrue during the following:

- (a) unpaid suspension over five days;
- (b) unpaid leave of absence in excess of thirty days (except for reason of illness/injury);
- (c) during LTD;
- (d) during lay-off.

13.05 The following conditions will apply:

- (a) Until an Employee has the status of a Permanent Employee they shall have no Seniority rights and their lay-off or transfer shall not be subject matter of the Grievance Procedure as outlined in this Agreement with the exception of discipline or discharge matters. It is understood that Seniority for Permanent Part-time Employees is based on equivalent time and not calendar time.
- (b) 'Equivalent time' for the purpose of this Sub-section, shall mean the time paid by the Board which, when converted into hours, is a proportion of one of the following:
 - (i) Eighteen hundred and twenty (1820) hours for a classification for which Full-time work is thirty-five (35) hours per week, or
 - (ii) Nineteen hundred and fifty (1950) hours for a classification for which Full-time work is thirty-seven and one-half (37½) hours per week.
- (c) When an Employee becomes a Permanent Employee, the initial date of qualifying employment shall be considered to be the hire date in the permanent position for purposes of figuring perquisites and Seniority of position, except as provided in 13.06.

13.06 When a Temporary Full-time Employee attains a permanent position, the Employee shall be credited with seniority and vacation entitlement for only the continuous full-time temporary service worked immediately prior to attainment of the permanent position. It remains the decision of the Director of Library Services or designate, in consultation with Human Resources, as to whether any of this time is to be credited towards reducing the probation period.

ARTICLE 14 – LAYOFF, BUMPING, RECALL AND COMPENSATION

14.01 Layoff and Recall

In the event of a conflict between this Article 14 and any other provision of the Agreement, this Article shall apply.

14.02 Layoff Definitions

For the purpose of this Section, the following definitions apply:

“Affected Employee” means an Employee whose position has been made redundant as a result of a Layoff or whose position has been occupied as a result of a bump; positions so affected shall be referred to, as *“affected positions”*;

“Bump” means the right of an affected Employee to be re-assigned by the Board to an eligible position either lateral or lower;

“Eligible Lateral Position” means a position for which an Employee is qualified, requiring the same or similar qualifications, performance of the same or similar duties and responsibilities, and at the same pay level;

“Eligible Lower Position” means a position for which an Employee is qualified, at a lower pay level;

“Laid-off Employee” means an affected Employee who ceases work as a result of a Layoff;

“Layoff” means a reduction of the work force for an indefinite period of time;

“Other Employment” means work of a temporary or casual nature that may be made available by the Board to Laid-off Employees and does not constitute a Recall as herein defined, nor does it qualify a Laid-off Employee for Seniority accumulation;

“Pay Level” means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/hourly rates shall be used for comparison;

“Position Status” means the designation of a position as Permanent Full-time, or Permanent Part-time;

“Qualified” means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Board and the requisite qualifications to perform the duties and fulfill the responsibilities of a position, and *“qualifications”* has a similar meaning;

“Recall” means the return of a Laid-off Employee, as a Permanent Full-time or Permanent Part-time incumbent, to an affected position having a position status identical to that held prior to the Layoff and at a pay level equal to or lower than the Employee's previous classification; *“Recall”* also means the return of a Laid-off Permanent Full-time incumbent to a Permanent Part-time position, but not vice versa;

“Report to Work” means on the job at the appointed time and able to perform the work assigned. *“Reporting to work”* has a similar meaning;

“Seniority” means length of continuous employment with the Board since the last date of hire with the Board for Permanent Full-time Employees and hours worked since last date of hire with the Board for Permanent Part-time Employees; *“length of continuous employment”* does not include hours worked classed as overtime;

“*Terminated Employee*” means an Employee who is terminated pursuant to 14.04(f), or who elects or is deemed to have elected Compensation pursuant to 14.05;

“*Work Force*” means Permanent Full-time Employees and Permanent Part-time Employees who have successfully completed the probation period, it being understood that Temporary Employees, Casual Employees and Probationary Employees shall be eliminated before a Layoff occurs in that classification.

14.03 Layoff Notification, Procedures, Benefits and Seniority

The Board agrees that, by letter, it will provide the Association with as much notice as possible that a review of possible lay-offs is underway.

The following principles shall apply in the event of a Layoff:

(a) Bumping Notification

The Board shall notify the Association advising it of the redundant position(s), the pattern of bumping and the name(s) of affected Employee(s). Such notice shall be written and shall also be given individually in writing to the affected Employee(s). The notice shall be given to both the Association and the affected Employee(s) at the end of the Employee's last shift of their current work week. The Employee and the Association shall both have two (2) working days in which to respond to the Board's notice.

(b) Bumping Pattern and Process

- (i) The pattern of bumping shall be established by the Board in accordance with the principle that an affected Employee shall bump the Employee with the least Seniority in an eligible lateral position or an eligible lower position, provided the affected Employee is qualified for that position and possesses greater Seniority than the incumbent.
- (ii) The Board shall notify all affected Employees, advising them of their re-assignment within the bumping pattern as detailed above. Affected Employees shall have two (2) working days from receipt of the notice to advise the Board in writing of their rejection of the bumping assignment.
- (iii) If an Employee who has been advised of their bumping assignment does not accept such assignment, that Employee is to advise the Director of Library Services in writing within the two (2) working days as specified above of their reasons why such a bump should not occur. Such reasons shall include an alternative bumping suggestion. The Director of Library Services shall reply to the Employee within one (1) working day of receipt of their written suggestion either agreeing to their suggested alternative or

confirming the original bumping pattern. The Employee's response to this (i.e. accept the bump as originally advised or be laid off) is to be immediately given to the Director of Library Services.

- (iv) Employees who are to be bumped as a result of the Board's acceptance of the alternative shall be notified at the earliest opportunity of either bumping assignment or Layoff and, if bumping is applicable, shall then be governed by the procedure outlined above. The Association will also receive written advice of such bumping assignment or Layoff.
- (v) Working days are calculated commencing with the receipt by the Employee of the Board's original notice of bumping assignment.
- (vi) Affected Employees who because of qualifications or Seniority cannot be re-assigned within the bumping pattern, or who opt not to bump, shall be given at least ten (10) working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
- (vii) Affected Employees who bump into an eligible position, either lateral or lower, as defined herein, shall be placed on the new pay level at or below that of their former position.
- (viii) At least five (5) working days prior to their effective date of layoff [or within five (5) days following notification, if payment in lieu of notice is given], Employees will be required to elect in writing to avail themselves of the procedures set forth under Section 14.04 Recall OR Section 14.05 Compensation. If an Employee fails to make such election within the five (5) days the Employee shall be deemed to have elected 14.05 Compensation.

(c) Benefits Coverage During Lay-off

Benefits for laid-off Employees shall cease on the effective date of Layoff with the exception of Medical, Extended Health and Dental, which shall be discontinued effective the end of the month in which the effective date of layoff occurs, unless the laid-off Employee elects to pay 100% of the premium for these benefits during each month of the Layoff, and subject to the approval of respective insurance carriers. Continuation of benefits coverage under this option will only be extended for a maximum of twelve (12) months from the date of Layoff.

(d) Seniority During Layoff

Seniority shall cease to accumulate effective with the date the Employee is Laid-off.

14.04 Recall

The following shall apply only to Laid-off Employees who have elected this process:

- (a) Laid-off Employees shall be eligible for Recall for a period of twelve (12) months following their effective date of Layoff.
- (b) The Board shall make every reasonable attempt to contact and Recall Laid-off Employees in order of Seniority, subject to their qualifications. It is the responsibility of the Employee to notify the Director of Library Services or designate of any change of address and other contact information.
- (c) The Board shall specify the time when a Laid-off Employee shall return to work. A Laid-off Employee who has accepted the Board's Recall but who does not report to work within forty-eight (48) hours of Recall or who refuses such a Recall shall be treated as follows:
 - (i) If failure to report to work within forty-eight (48) hours of the Recall is the Employee's first (1st) failure to report to work for a Recall, then the Employee shall be moved to the bottom of the eligibility list; however, if this is not the Employee's first failure to report following Recall, i.e., there has been one previous failure to report on the Employee's part then the Employee shall no longer be eligible for Recall and shall be deemed terminated.

The Board may extend these time limits where extenuating circumstances exist.

- (ii)
 - A. If a Laid-Off Permanent Full-time Employee refuses a Recall to Permanent Full-time employment, then the Employee shall no longer be eligible for Recall and shall be deemed terminated. The same also applies to a Laid-off Permanent Part-time Employee who refuses a Recall to Permanent Part-time employment.
 - B. A Laid-off Permanent Full-time Employee shall have the right to refuse a Recall to Temporary Full-time or Casual employment without losing their position on the Board's Recall List.
 - C. A Laid-off Permanent Part-time Employee shall have the right to refuse a Recall to Temporary Part-time or Casual employment without losing their position on the Board's Recall List.
- (d) Benefits for Employees who are recalled shall be reinstated effective the first (1st) day of the month following Recall, provided the eligibility period has been met. Service-related benefits shall be pro-rated by the period of Layoff. Seniority commences accumulating from the Employee's first (1st)

working day following Recall. Such Seniority shall be added to Seniority they had accumulated to the date of their Layoff.

- (e) In administering the procedures in this Section 14.04 Recall, the Board shall, so far as is reasonably possible, attempt to reverse the Layoff/bumping pattern of affected Employees.
- (f) Laid-off Employees shall be deemed terminated upon the earliest of:
 - failure to report to work for a Recall pursuant to Sub-section 14.04(c)(i);
 - refusal of Recall pursuant to Sub-section 14.04 (c) (ii), or
 - failure to be recalled within twelve (12) months of Layoff

provided that an Employee shall not be deemed terminated pursuant to this paragraph while working at "Other Employment" as defined herein.

- (g) No new Permanent Employees shall be hired while qualified Employees are eligible for Recall and are available for work. Affected positions shall not be posted while qualified Employees are eligible for recall.
- (h) A Laid-off Employee's acceptance or refusal of "Other Employment" as defined herein shall not affect Recall rights under this section.

14.05 Compensation in the Event of Lay-off

The following shall apply only to Laid-off Employees who have elected this process, or who are deemed to have elected this process:

- (a) For the purpose of Sub-section 14.05(b) herein:
 - "*Week's Pay*" means a Laid-off Employee's average regular weekly earnings during the six (6) months prior to the date of the Layoff;
 - "*Regular Weekly Earnings*" means straight time earnings including Acting Pay and Service Pay but excluding premium pay.
- (b) Laid-off Employees shall be entitled to two (2) week's pay for between six (6) months and two (2) years of continuous service, and one additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) week's pay.
- (c) Employees who elect or are deemed to have elected Compensation shall be considered terminated on the effective date of Layoff.

14.06 Temporary Layoffs

In the event of a reduction in the 'Workforce' for a definite and limited period of time not to exceed twenty-eight (28) calendar days, the Board may temporarily lay off Employees and re-allocate the remaining work without regard to Seniority provided the following principles are applied:

- (a) Employees who are not Laid-off shall retain their current rate of pay during the period of temporary Layoff.
- (b) Benefits for Laid-off Employees shall cease during the period of temporary Layoff except for Medical, Extended Health, Dental, Group Life Insurance and Group Income Continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the Employee for the period of temporary Layoff.

Service-related benefits including Vacations, Service Pay, Service Pay increments and salary and wage increments shall be prorated by the period of temporary Layoff; however, Seniority shall not be accumulated.

- (c) Laid-off Employees shall be recalled to their former positions, as those positions are re-established during the period of temporary Layoff.
- (d) If, during the period of temporary Layoff, the Board determines that the Layoff will exceed twenty-eight (28) calendar days, or if all Laid-off Employees are not recalled within twenty-eight (28) days, then the Board shall apply the provisions of Sections 14.01 to 14.05.

14.07 Emergency Suspensions of Work

- (a) In all cases of potential Layoff due to extraordinary conditions, every effort shall be made to share the remaining work amongst all the Employees within appropriate classifications prior to steps being taken to activate a Layoff.
- (b) Except in cases of emergency (as determined by the Board), when Layoffs occur as a result of weather conditions, no Employee will work overtime if such work can be performed by an Employee who has been Laid-off under this Section 14.07.
- (c) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Board, the Board may temporarily suspend work without notice.

ARTICLE 15 – WORKING CONDITIONS

15.01 Hours of Work

(See also Appendix 4.)

- (a) The normal hours of work for Employees other than Librarians and Building Maintenance Workers covered by this Agreement shall be thirty-five (35) hours per week.
- (b) The normal hours of work for Librarians and Building Maintenance Workers shall be thirty-seven and one-half (37½) hours per week.
- (c) The daily hours of work shall be set by the Director of Library Services and may be varied within the normal operating range of the Library. However:
 - (i) no Clerical Employee shall work more than eight (8) hours in one day nor more than five (5) days in one (1) week nor more than an average of thirty-five (35) hours per week;
 - (ii) no Librarians or Building Maintenance Workers shall work more than eight (8) hours in one (1) day nor more than five (5) days in one (1) week, nor more than an average of thirty-seven and one-half (37½) hours per week.
- (d) A ten (10) minute rest period shall be allowed during each half (½) of a normal work day. The meal period shall be one-half (½) hour for Building Maintenance Workers and one (1) hour for Librarians and other Employees. A one-time variation may be approved by the Department Head. Longer-term variations must be approved by the Director Library Services or designate.

Employees shall be granted an unpaid meal break as described above and shall be provided ten (10) minute rest period(s) as follows:

- shifts under three (3) hours – no meal break or rest period;
- shifts of three (3) to five (5) hours – one (1) ten (10) minute rest period;
- shifts of over five (5) but less than normal full time hours – one (1) ten (10) minute rest period and one (1) meal break;
- shifts of normal full time hours – two (2) ten (10) minute rest periods and one (1) meal break.

Where rest periods are to be provided, they are normally scheduled so that there is one (1) during the work period prior to the meal break and one (1) during the work period after the meal break. Rest periods shall be included

as part of the hours worked. The times when the rest periods and meal breaks are to be taken shall be approved by the Supervisor.

(e) Permanent Employees only shall have at least two (2) consecutive days off complementary to each weekly shift. Exceptions to this rule are:

(i) Mandatory

If the Director of Library Services requires an Employee to commence work prior to the completion of thirty-two (32) hours away from work the Employee will be paid an additional two (2) hours at straight time by way of a bonus.

(ii) Voluntary

The Director of Library Services will accept written requests from Employees who wish the Director of Library Services to apply to the BC Employment Standards Branch for exemption of this requirement and in compliance with Section 36 of the *Employment Standards Act*.

15.02 Overtime

Hours worked in excess of the normal work day shall be compensated for on the following basis:

(a) Overtime will be defined in the case of Permanent Full-time and Temporary Full-time Employees as:

(i) time worked immediately following an Employee's regular shift; or

(ii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an Employee's regular shift; or

(iii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time.

(b) Overtime will be paid at:

(i) Time and One-Half (1½x)

For the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;

(ii) Double Time (2x)

For all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;

(iii) Double Time (2x)

For all overtime worked at any other time than immediately preceding or immediately following an Employee's regular shift. Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to Section 15.02(a)(iii).

- (c) Except as hereinafter provided, all overtime shall be paid in cash, based on normal overtime rates. Either the Employee or Director of Library Services may propose that such compensation be taken as time off in lieu, at a time mutually agreeable between the Employee and Director of Library Services.

Overtime for Employees who are not Full-time shall commence once they have completed the Full-time equivalent hours for the shift the Employee is working.

(d) Overtime Pay for Permanent Part-time Employees

Overtime pay for Permanent Part-time Employees shall commence only when Full-time daily or Full-time weekly hours are passed in conjunction with Article 15.01(a), (b), (c).

(e) EOC Overtime

Until such time as the provincial government rules regarding reimbursement of Provincial Emergency Plan (PEP) overtime change, any overtime worked in an Emergency Operation Centre situation where a PEP number has been assigned, will be paid out. This overtime cannot be banked under current provincial government rules.

15.03 Call-Out

- (a) Call-out is defined in the case of Permanent Full-time, Permanent Part-time, and Temporary Full-time Employees as being called back to work at any time following the completion of an Employee's regular shift except when pre-scheduled by notice provided prior to the end of the Employee's previous regular shift.
- (b) (i) Call-out pay and travel time shall be at double time.
- (ii) Call-out payment time shall commence when the Employee arrives at the Library and shall be based on the hours actually worked, with a minimum payment of three (3) hours.

- (iii) Call-out payment shall include a one (1) hour payment for travel time. This one (1) hour payment shall be added to the time actually worked, unless the time actually worked is two (2) hours, or less, in which case the one (1) hour for travel time shall be included as part of the three (3) hour minimum. For Call-out time worked which is in excess of two (2) hours, the Employee shall be paid for the time actually worked, plus one (1) hour's payment for travel time. (The minimum includes one (1) hour for travelling time.)
- (iv) If additional calls are made upon the Employee prior to the expiry of the minimum three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the Employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling time to and from home. If two (2) separate Call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time. (The minimum includes two (2) hours travelling time.)
- (v) A Call-out ceases when work at the Library is complete, subject to Sub-section 15.03(a) except for the purpose of a further Call-out as described in 15.03(b).

15.04 Scheduling

A Permanent Employee shall be given ten (10) days' notice of any change affecting the Employee's regularly scheduled shift or days off. Where such notice is not able to be given, the Employee shall be entitled to be paid two (2) extra hours at straight time.

15.05 Split Shifts

Should the Director of Library Services require a Permanent Employee to split their shift, such Employee shall be paid their regular rate of pay or overtime (as the case may require) for the hours so worked and an additional two (2) hours at straight time by way of a bonus for having to work a split shift.

In unique circumstances an employee may request in writing to split a shift. A split shift must be approved by the Director of Library Services or designate and the two (2) hour bonus will not apply.

15.06 Shift Premium

Permanent Librarians, Library Assistants, Clerical Employees and Building Maintenance Workers shall be paid a standard shift differential of eighty-five (85) cents per hour for all regular hours worked prior to 7:00 a.m. and after 6:00 p.m. in any day. Where the majority of an Employee's regular hours fall outside the period

of 7:00 a.m. to 6:00 p.m., the shift differential shall apply to all time worked on the entire shift.

15.07 Payout

Employees will be allowed to bank overtime and stand-by time with the understanding that any time in excess of five (5) days each must be taken as time off by the last pay period in May following the year in which it was earned, or it will be paid out by the second pay period in June.

ARTICLE 16 — ABANDONMENT OF POSITION

- 16.01** An Employee who fails to report for work for ten (10) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have resigned. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

ARTICLE 17 – MISCELLANEOUS ITEMS

17.01 Memorandums of Agreement and Letters of Understanding

Any Memorandums of Agreement, Letters of Understanding or Schedules attached hereto form part of this Collective Agreement and as such will be valid only for the life of this Collective Agreement.

17.02 Agreement as to Conditions Not Mentioned

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

17.03 Policy and Administrative Regulations

The Association acknowledges the Policy and Administrative Rules and Regulations, providing such Policy, Rules and Regulations do not conflict with the terms and conditions of the Collective Agreement. The Association shall be notified of any changes in the Policy, Rules and Regulations.

17.04 Workforce Adjustment Plan

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom a collective agreement applies, it is understood and agreed the parties will abide by the terms and conditions as outlined in Section 54 of the *Labour Relations Code of B.C.*

17.05 Harassment and Human Rights

The Employer and the Association agree that any form of discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated in the workplace.

ARTICLE 18 – ASSOCIATION REPRESENTATION

18.01 Representation

Effective 2014 July 17:

- (a) An Employee may choose to have their Association representative present at meetings with their Supervisor which the Employee or Employer believes may be the basis for disciplinary action.
- (b) Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall endeavor to notify the Employee in advance of the purpose of the meeting to provide the Employee with the opportunity of contacting their Association representative and requesting that representative's attendance at the meeting, provided this does not hinder the ability of the Supervisor in the exercise of their authority.
- (c) This clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

18.02 Notwithstanding the foregoing, it is the Supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the Employee or the Board.

18.03 For the purpose of this Section, "Association representative" and "representative" shall mean a Shop Steward or, in the absence of a Shop Steward, may also mean an officer or designate of the Association.

18.04 Shop Stewards

- (a) The Library Board will recognize only one (1) Shop Steward in the Library.
- (b) The Association will supply the Director of Library Services (with a copy to the Human Resources Department) with a list of its Shop Stewards and Executive Officers as changes occur.
- (c)
 - (i) For Grievance Procedure hearings the Board will not pay for more than one (1) Association Representative;
 - (ii) For Negotiation Meetings for Collective Agreements the Board will not pay for more than two (2) Association representatives.

- (d) If the Shop Steward is also the Employee's Supervisor, the Association shall designate an alternate representative.

18.05 Introduction of New Employees to Association Stewards/Representatives

- (a) The Board will make the necessary arrangements to enable new Employees (Permanent, Temporary and Casual) to meet the Association Representative for their work location.
- (b) The meeting will take place approximately ten (10) minutes prior to the start of the Representative's shift.
- (c) The Representative will advise their Supervisor that they will be attending an "Introduction" meeting. Such advice to the Supervisor will be given to allow the Supervisor sufficient time to make whatever operational adjustments are required to accommodate the Representative's absence.
- (d) If the Representative is unable to meet with the new Employee, the Board will have the Employee complete a "Commencement of Employment Advice" which will be submitted to the Association so that the Association can make whatever arrangements are necessary to complete the introduction.

18.06 Meetings with the Board

- (a) The Association, in writing, may request meetings with the Board on matters of mutual interest, it being understood that permission from the Board will not unreasonably be withheld.
- (b) The terms of reference for the Library Labour Management Committee shall be included in the Library Administrative Regulations.

ARTICLE 19 – EMPLOYEE FILES

19.01 Employee Files

- (a) Material of a negative or adverse nature must be shown to the Employee prior to entering such material into that Employee's personal file in the Human Resources Department. In addition, such Employee shall be given the opportunity of acknowledging, by signature, that they have seen the entry.
- (b) An Employee shall have access to all material in their personal file at a time which is mutually convenient to the Employer and only in the presence of the Director of Human Resources or their designate. The Employee may or may not, at the Employee's discretion, be accompanied by an Association representative.

- (c) Material of a positive or complimentary nature will be shown to the Employee and subsequently placed in their file in the Human Resources Department.
- (d) Critical references shall be removed from an Employee's file only after completion of a four (4) year period from the time of the incident, excepting circumstances of a recurring nature whereby the four (4) years will be calculated from the most recent incident. The Library will extend the four (4) year period up to a maximum of twelve (12) months where an Employee has been absent (e.g. extended leaves) for a period of three (3) months or more. Where material critical of the Employee, or in the nature of a reprimand, is placed in the file, the Employee may elect to attach an addendum to the material.

In order to ensure material is removed from an Employee's file:

- (i) The Employee will provide a written request to Human Resources who will review the file and remove the material as long as the conditions outlined have been met and return the material to the Employee, or
 - (ii) Human Resources will ensure any Employee file requested by a Supervisor or Manager is reviewed prior to it being released, and any material containing critical references per the conditions outlined above is removed and returned to the Employee.
- (e) An Employee may request copies of personal file documents but will be responsible for reimbursing the Human Resources Department with the cost of such copies.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.01 Definition

Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an Employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to the Library Board or to arbitration; or may request the Labour Relations Board appoint an officer to confer with the parties to assist them to settle the difference pursuant to Section 87 of the *Labour Relations Code of British Columbia*.

20.02 Grievance Procedure

It is the intent of the parties to settle any difference between them as expeditiously and harmoniously as possible and the following procedure is established for this purpose. Timelines are a matter of substance, but may be modified by mutual consent.

Informal Meeting with the Supervisor

Within ten (10) working days after an Employee becomes aware of an occurrence of an incident, the aggrieved Employee(s) is encouraged to discuss the matter with their immediate Supervisor. At the option of the aggrieved Employee(s), the Association Representative may be present at the meeting. The purpose of the meeting shall be to review the circumstances giving rise to the incident, and to determine whether the matter can be satisfactorily resolved without recourse to the grievance procedure.

Within five (5) working days of the Supervisor's written response, a grievance may be filed if the matter is not resolved at the informal meeting with the Supervisor.

Grievance Procedure

(a) *Step One:*

To initiate a grievance, the Employee and/or Association Representative shall, within ten (10) working days of the Employee first becoming aware of the occurrence of the incident, or five (5) working days from the Supervisor's written response from the Informal Meeting, submit a written grievance directly to the Exempt Supervisor that includes the articles alleged to have been violated.

The parties shall meet to attempt to settle the grievance within five (5) working days after being notified.

The Exempt Supervisor shall have five (5) working days to inform the Association of the decision.

Within five (5) working days of the Exempt Supervisor's decision, the Association representative shall indicate in writing to the Exempt Supervisor whether the grievance is resolved or is being advanced to the next step of the grievance procedure.

The Step One meeting will normally include but not be limited to: the aggrieved Employee(s), an Association Representative, the Employee's immediate Supervisor and the Exempt Supervisor.

(b) *Step Two:*

The parties shall meet to attempt to settle the grievance within five (5) working days after being notified.

The Director of Library Services and/or designate shall have five (5) working days to inform the Association of the decision.

Within five (5) working days of the Director of Library Services' and/or designate's decision, the Association representative shall indicate in writing to the Director of Library Services and/or designate whether the grievance is resolved or being advanced to the next step of the grievance procedure.

The Step Two meeting will normally include but not be limited to: the aggrieved Employee(s), Association Representative(s), the Employee's immediate Supervisor, the Exempt Supervisor, the Director of Library Services and/or designate, and the Director of Human Resources and/or designate.

(c) *Step Three:*

The parties shall meet to attempt to settle the grievance within five (5) working days after being notified.

The Library Board shall have five (5) working days to inform the Association of the decision.

Within ten (10) working days of the Library Board's decision, the Association Representative shall indicate in writing to the Library Board whether the grievance is resolved or being advanced to Arbitration.

The Step Three meeting will normally include but not be limited to: the aggrieved Employee(s), Association Representative(s), the Employee's immediate Supervisor, the Exempt Supervisor, the Director of Library Services and/or designate, the Library Board, and the Director of Human Resources and/or designate.

20.03 Dismissal and Suspension Grievances

Where the grievance involves an Employee who has been dismissed or suspended, the grievance shall be received within ten (10) working days of the Employee first becoming aware of the dismissal or suspension to Step Two of the grievance procedure.

Upon receipt of the grievance notification, the parties may mutually agree to refer a dismissal and suspension grievance directly to Step Three of the grievance procedure.

- 20.04** (a) In the event there is an Association grievance as such, or a Library grievance as such, either party may initiate the grievance procedure commencing at Step Three and shall be governed by the time restraints contained therein and shall further be governed by the ten (10) working days reporting time detailed in Step One.
- (b) In the event there is a Library Grievance, the grievance shall be directed to the Association's Business Manager.

20.05 Arbitration

- (a) Within ten (10) working days of the Library Board's decision, at Step Three, the Association must indicate in writing whether the grievance is being advanced to Arbitration.

If the Association has not provided written notification of their proposed arbitrator(s) within five (5) working days of filing written notice that the grievance is being pursued to arbitration or, if it has, and the matter is not actively being pursued by the Association, (for example, by advice from the Association that they are proceeding to arbitration, within thirty (30) calendar days) the grievance shall be deemed to be abandoned, unless the parties agree otherwise. The Arbitration Board shall be a single Arbitrator, unless the parties agree to a three-member panel. The decision of the Arbitration Board, either single or three-person, shall be final and binding on both parties. Expenses incident to the services of the single member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member Arbitration Board and shall bear equally the expenses incident to the services of the Chair of the Arbitration Board.

- (b) **Single Arbitrator:** The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) working days after arbitration has been invoked they shall then jointly apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator. The Arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) calendar days after their appointment.
- (c) **Three-member Board:** If arbitration is to be conducted by a board of three (3) members the party invoking arbitration shall, in its notice to the other party, so request, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) working days, advise the other party of the name of its appointee to the Board. The two (2) appointees so selected shall, within twelve (12) working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Collective Agreement Arbitration Bureau to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.

- 20.06** It is agreed between the parties hereto that the above grievance and Arbitration procedure shall be the sole method of settling differences between them or between an Employee or Employees and the Library Board and it is further agreed that both parties and the Employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.
- 20.07** Any questions as to whether any matter is arbitrable shall be decided by mutual agreement between the parties hereto or shall be referred to Arbitration for decision.
- 20.08** Unless otherwise stated in this Agreement the provisions of Part 8 of the *Labour Relations Code of British Columbia*, being Sections 84 to 114, entitled "Arbitration Procedures" will apply.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the Seal of the WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION and signed by:

"C. Mynott"

President

"Bruce Scott"

Business Manager

SIGNED by the WEST VANCOUVER MEMORIAL LIBRARY BOARD:

"Mary Jo Campbell"

Chair

"J. Benedict"

Secretary to the Board

PAY GRADE SALARIES

Key = A	1.75%	2013 January 1
B	1.75%	2014 January 1
C	2.00%	2015 January 1
D	TBA	2016 ?

*see Article 5.01(a)

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
5610	Bookmobile Driver/Clerk (7 hours)	16	A	23.701	24.654	25.659	26.731	27.845
			B	24.115	25.085	26.108	27.199	28.332
			C	24.598	25.587	26.631	27.743	28.899
			D					
5710 *	Building Maintenance Worker I (7.5 hours)	15	A	22.748	23.701	24.654	25.659	26.731
			B	23.146	24.115	25.085	26.108	27.199
			C	23.609	24.598	25.587	26.631	27.743
			D					
5720 *	Building Maintenance Worker II (7.5 hours)	16	A	23.701	24.654	25.659	26.731	27.845
			B	24.115	25.085	26.108	27.199	28.332
			C	24.598	25.587	26.631	27.743	28.899
			D					
5730 *	Building Services Supervisor (7.5 hours)	17	A	24.654	25.659	26.731	27.845	28.997
			B	25.085	26.108	27.199	28.332	29.504
			C	25.587	26.631	27.743	28.899	30.094
			D					
5860	Circulation/ Volunteer Supervisor (7 hours)	18	A	25.659	26.731	27.845	28.997	30.201
			B	26.108	27.199	28.332	29.504	30.730
			C	26.631	27.743	28.899	30.094	31.345
			D					
5930	Communications & Events Coordinator (7 hours)	21	A	28.997	30.201	31.472	32.796	34.146
			B	29.504	30.730	32.023	33.370	34.744
			C	30.094	31.345	32.664	34.037	35.439
			D					
5940	Digital Access Librarian (7.5 hours)	22	A	30.201	31.472	32.796	34.146	35.578
			B	30.730	32.023	33.370	34.744	36.201
			C	31.345	32.664	34.037	35.439	36.925
			D					
5920	Home Services Librarian (7.5 hours)	25	A	34.146	35.578	37.086	38.687	40.316
			B	34.744	36.201	37.735	39.364	41.022
			C	35.439	36.925	38.490	40.152	41.842
			D					

SCHEDULE "A" TO THE 2013 - 2016 COLLECTIVE
 AGREEMENT BETWEEN THE LIBRARY BOARD
 AND THE ASSOCIATION

Total of 6 Pages

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
5810	Librarian I (7.5 hours)	22	A	30.201	31.472	32.796	34.146	35.578
			B	30.730	32.023	33.370	34.744	36.201
			C	31.345	32.664	34.037	35.439	36.925
			D					
5820	Librarian II (7.5 hours)	25	A	34.146	35.578	37.086	38.687	40.316
			B	34.744	36.201	37.735	39.364	41.022
			C	35.439	36.925	38.490	40.152	41.842
			D					
5880	Librarian - Web Coordinator (7.5 hours)	25	A	34.146	35.578	37.086	38.687	40.316
			B	34.744	36.201	37.735	39.364	41.022
			C	35.439	36.925	38.490	40.152	41.842
			D					
5510	Library Assistant I (7 hours)	10	A	18.696	19.477	20.218	21.066	21.872
			B	19.023	19.818	20.572	21.435	22.255
			C	19.403	20.214	20.983	21.864	22.700
			D					
5520	Library Assistant II (7 hours)	12	A	20.218	21.066	21.872	22.748	23.701
			B	20.572	21.435	22.255	23.146	24.115
			C	20.983	21.864	22.700	23.609	24.598
			D					
5530	Library Assistant III (7 hours)	13	A	21.066	21.872	22.748	23.701	24.654
			B	21.435	22.255	23.146	24.115	25.085
			C	21.864	22.700	23.609	24.598	25.587
			D					
5540	Library Assistant IV (7 hours)	16	A	23.701	24.654	25.659	26.731	27.845
			B	24.115	25.085	26.108	27.199	28.332
			C	24.598	25.587	26.631	27.743	28.899
			D					
5570	Library Assistant VII (7 hours)	20	A	27.845	28.997	30.201	31.472	32.796
			B	28.332	29.504	30.730	32.023	33.370
			C	28.899	30.094	31.345	32.664	34.037
			D					
5850	Public Service Assistant (7 hours)	15	A	22.748	23.701	24.654	25.659	26.731
			B	23.146	24.115	25.085	26.108	27.199
			C	23.609	24.598	25.587	26.631	27.743
			D					
5910	Shelver [see B.4] (7 hours)		A	16.226	16.873			
			B	16.510	17.168			
			C	16.840	17.512			
			D					

Class No.	Class Title	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
5870	Systems and Acquisitions Librarian (7.5 hours)	25	A	34.146	35.578	37.086	38.687	40.316
			B	34.744	36.201	37.735	39.364	41.022
			C	35.439	36.925	38.490	40.152	41.842
			D					

* Permanent Full-time Employees who are required by the Employer to wear safety work boots shall be paid an allowance of twenty-five dollars (\$25.00) on September 1 of each year commencing 2013 September 01. Effective 2015 September 01, this amount shall be adjusted to fifty dollars (\$50.00).

Derivation of Bi-weekly and Monthly Rates

The hourly rates set out above shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\text{hourly rate} \times \text{bi-weekly hours} = \text{bi-weekly rates (taken to two decimal places)}$$

$$\frac{\text{bi-weekly rate} \times 26}{12} = \text{monthly rate (taken to the nearest dollar)}$$

STEP 6 PAY GRADE:

The Step 6 Pay Grade was created in the 1994 January 01 to 1996 December 31 Agreement to deal with two situations:

- a. adjustment of percentage in lieu from 16% to 12% for Temporary and Casual Employees;
- b. elimination of Pay Grade 9, 10 and 11 for Full-time Employees who were then moved into Pay Grade 12.

Step 6 is part of the pay range for groups 10, 12, and 13 only.

Step 6 adjustments based on (a) above apply to the following individuals:

MD*
AF*

JL*

Adjustments as per (a) above and #5 History:				
	2013	2014	2015	2016
MD	22.146	22.534	22.985	
AF JL	36.023	36.653	37.386	

* Due to privacy legislation, initials represent specific individuals. Full names are with the Association and the Board.

HISTORY OF STEP 6 (1994-96 COLLECTIVE AGREEMENT):

1. Effective 1995 January 01, add a Step 6 to Pay Grades 10, 12, and 13.
2. Based on actual incumbent(s) as of 1995 January 01:
 - (a) Permanent Employees at Steps 1 or 2 of Pay Grade 10, 12, or 13 shall move:
 - to Step 4, effective 1995 January 01, and move:
 - to Step 6, subject to satisfactory performance of duties, effective 1996 January 01.
 - (b) Permanent Employees at Step 3, 4, and 5, of Pay Grades 10, 12, and 13 shall move, effective 1995 January 01 to Step 6.
3. Temporary and Casual Employees shall have access to Step 6, of the above pay grades, but progression through the steps will continue one step at a time, based on equivalent to full time length of service in each step.
4. Effective the day following the date of ratification, a new standardized percent in lieu of benefits rate is established at 12%.
5. Effective the day following the date of ratification, all Permanent Part-time, Temporary, and Casual Employees (excepting those Employees occupying the position of "Shelver") receiving 16% in lieu of benefits will move to the new standardized rate of 12% in lieu of benefits. This new standardized 12% rate will be achieved by advancing any Permanent Part-time, Temporary, Casual or Non-permanent Employee on staff as of 1995 January 01, (except "Shelvers" as noted above) receiving 16% in lieu of benefits, one step in their respective pay grade. Permanent Part-time, Temporary, or Casual Employees who are at Step 5 in their respective Pay Grade, will be advanced to a new Step 6 in that Pay Grade. No other Employees are eligible for that step.
6. Effective the day following the date of ratification all Permanent Part-time, Temporary, and Casual "Shelvers" on staff, earning 16% in lieu of benefits will not be rolled back, but their pay scale will be adjusted to reflect the new standardized 12% in lieu of benefits rate. However, effective the day following the date of ratification, all newly hired Permanent Part-time, Temporary, and Casual "Shelvers" will only be eligible to receive the new standardized 12% in lieu of benefits rate.
7. It is agreed that the Employees affected under the terms of this appendix will be those named on lists exchanged between the parties during bargaining. It is further

agreed that these lists are subject to amendment by mutual agreement between the parties.

8. Schedule "C" (*changed in 1999 to Schedule "B"*), as it affects Permanent Part-time, Temporary, and Casual Employees will be amended to reflect that the 16% in lieu of benefits shall be replaced by the new standardized 12% in lieu of benefits rate.

BENEFITS AND TERMS OF EMPLOYMENT FOR TEMPORARY AND CASUAL EMPLOYEES

B.1 Qualification for Benefits or Pay in Lieu of Benefits

Casual and Temporary Employees are entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay. For benefits such as bereavement leave, the Employee is entitled to the time off without pay (prorated if the Employee is not working as a Temporary Full-time).

B.2 Municipal Pension Plan contributions shall commence (for those qualified under the terms of the *Public Sector Pension Plans Act*) on the first (1st) day of the pay period following Permanent status. Participation in the Municipal Pension Plan shall be in accordance with the *Public Sector Pension Plans Act*.

The following will affect any Employee who was contributing to the Municipal Pension Plan as of 1988 June 29 and who on that date or thereafter changed (or had changed for them) their Employee status to the point where they became entitled to choose to receive or received a percentage of their pay in lieu of fringe benefits.

- (a) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, *Public Sector Pension Plans Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the Act to continue its contributions to the Plan.

B.3 Statutory Holidays

Paid Statutory Holiday leave will be provided in accordance with Article 12 of the Collective Agreement to which this Schedule is attached and will be based on the average of the Employee's regular hours for the month in which the Statutory Holiday occurs.

Time worked on a Statutory Holiday shall be paid at one and one-half (1½) times the Employee's regular hourly rate of pay. (No pay is paid for the day off observed for the Statutory Holiday. Pay is included in the % in lieu.)

B.4 Increments

Increments for Temporary and Casual Employees will be granted upon the basis of the successful completion of the equivalent time for that position.

Effective October 3, 2008, Shelver (Class No. 5910) - current incumbents placed at Step 1. Step 2 will be paid upon completion of six (6) months' full-time service or

910 hours in the classification, whichever occurs first (assuming satisfactory performance).

[See also Article 13.05(b)(i) and (ii).]

B.5 Dismissal Notice

All Employees other than Permanent Full-time or Permanent Part-time shall be subject to dismissal on one (1) days' notice.

B.6 Overtime

Overtime for Temporary and Casual Employees will be paid only when full-time daily or full-time weekly hours are passed in conjunction with Article 15.01(a), (b) and (c).

REGULAR AND SUPPLEMENTARY VACATION

Explanation of the Tables

- (i) The upper figures show the number of working days* of regular annual vacation.

- (ii) The "5+" figures are the number of working days* of supplementary vacation, and appear in the calendar year in which they are credited to an Employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited, but prior to the one in which the next five (5) days are credited.

- (iii) Employees will be credited with five (5) supplementary working days at the start of their eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) and forty-sixth (46th) calendar years.

*Entitlement in working days is based upon a five (5) day work week.

SCHEDULE "C" TO THE 2013 - 2016 COLLECTIVE AGREEMENT BETWEEN THE LIBRARY BOARD AND THE ASSOCIATION

Total of 2 Pages

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
HIRED																		
1973	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1974	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1975	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1976	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1977	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1978	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1979	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1980	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1981	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1982	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1983	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1984	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1985	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1986	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1987	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1988	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1989	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1990	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1991	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1992	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30
1993	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30
1994	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30
1995	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5
1996	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30
1997	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30
1998	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30
1999	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30
2000	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5
2001	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	25	30
2002	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30
2003	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25
2004	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25
2005	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5
2006	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25
2007	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25
2008	PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25
2009		PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25
2010			PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5
2011				PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20
2012					PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20
2013						PR	15	15	15	15	15	15	20	20	20	20+5	20	20
2014							PR	15	15	15	15	15	15	20	20	20	20+5	20
2015								PR	15	15	15	15	15	15	20	20	20	20+5
2016									PR	15	15	15	15	15	15	20	20	20

LETTER OF UNDERSTANDING
between
The West Vancouver Memorial Library Board
and
The West Vancouver Municipal Employees' Association

BENEFIT DETAILS FOR WVMEA MEMBERS AFTER AGE 65

Further to the provincial government's legislation regarding the end to mandatory retirement at age 65, effective January 1, 2008, the following is a summary of the benefits the Employee will be eligible to participate in, if he/she works after the age of 65, as per the terms of the Collective Agreement:

- a. **BC Medical (MSP), Dental and Extended Health** benefits continue until termination.
- b. **Pension** rules remain as per defined by the Municipal Pension Plan. At time of writing, it is understood that Employees may contribute to the pension plan for a total of 35 years when they reach maximum benefit and it is also understood that the Employee must begin collecting the pensionable benefit to which they are entitled no later than the end of the year in which they turn 69 years of age.
- c. **Long-term Disability** coverage ends at age 65.
- d. **Group Life** benefits discontinue at age 65.
- e. **Any other benefit provisions** (e.g. WorkSafeBC) will be provided as per the rules and regulations of those plans.

It is understood that as this is a relatively new working age group for both parties since the legislation has been enacted, should there be any misunderstanding of any details, advice of same will be provided to the other party in writing at the earliest opportunity.

Dated this 3rd of July, 2008. Re-signed this 17th day of July, 2014.

FOR THE LIBRARY:

FOR THE ASSOCIATION:

"J. Benedict"

Jenny Benedict
Director of Library Services

"Bruce Scott"

Bruce Scott
Business Manager, WVMEA

"Lauren Hughes"

Lauren Hughes, Director of
Human Resources & Payroll Services

LETTER OF UNDERSTANDING

between

The West Vancouver Memorial Library Board

and

The West Vancouver Municipal Employees' Association

RE: BARGAINING SUBCOMMITTEE ON EMERGENCY PLANNING TERMS OF AGREEMENT

The principles that follow are those agreed to by the parties, to be adhered to in an extensive EOC Activation Level 2 emergency situation or an EOC Activation Level 3 emergency situation.

Definitions*

*As outlined in JI Level 2 EOC Operational Guidelines Manual

EOC Activation Level 1:

Small event; 1 site; two or more agencies involved; **potential threat** of flood, severe storm, interface fire. (NB. Potential threat may require activation of EOC level 2, depending on circumstances.)

EOC Activation Level 2:

Moderate event; 2 or more sites; several agencies involved; major scheduled event (e.g. conference or sporting event); limited evacuations; some resources/support required; PEP/PREOC limited activation.

EOC Activation Level 3:

Major event; multiple sites; regional disaster; multiple agencies involved; extensive evacuations; resources/support required; PREOC activation.

PEP: Provincial Emergency Program

PREOC: Provincial Regional Emergency Operations Centre

West Vancouver Memorial Library

1. The West Vancouver Memorial Library recognizes that employees' first concern will be to ensure that their immediate family members are safe.

2. The safety and health of West Vancouver Memorial Library employees is of primary importance. No employee will be knowingly placed in any situation of risk without proper training and equipment.
3. The West Vancouver Memorial Library recognizes its responsibility to ensure provision of basic necessities (food and shelter where appropriate) to employees able to assist with EOC Activation emergency response.
4. The West Vancouver Memorial Library recognizes that many staff do not reside in West Vancouver and as such, may experience challenges in getting to and from home and work. However, we would expect employees to make their best effort to get into work and the West Vancouver Memorial Library would do what it could to assist.
5. The West Vancouver Memorial Library recognizes its responsibility to ensure emergency planning preparedness training opportunities are provided to employees to ensure employees are prepared personally and are familiar with their own department's emergency response plan.

Employees

1. Employees understand that the West Vancouver Memorial Library and the District of West Vancouver depend on their skills and experience to restore services to the community. Once the employee's family's safety is assured, it is expected that employees be available to assist with recovery from the emergency situation.
2. Employees will comply with "check in" and other procedures (e.g. time sheet submission process) established in an EOC Activation emergency situation.
3. Employees will ensure that they are familiar with their own department's emergency response plan.
4. Employees may be directed to undertake tasks outside the scope of their normal job functions. Employees will be paid at their normal rate of pay and under the terms and conditions of employment as outlined in their collective agreement. All District of West Vancouver and Library policies remain in effect in an EOC Activation emergency situation unless otherwise directed by the Director of Library Services or Chief Administrative Officer.
5. If an Employee is unable to show up for work due to transportation issues (e.g. roads out or bridges closed), has no alternative means of getting to work and there is work available for the Employee, time will be coded as a leave of absence without pay. If the Employee has banked time available (e.g. gratuity, overtime or vacation), he/she may request payment from their bank(s). If an employee is unable to show up for work due to transportation issues he/she is encouraged to offer assistance to their home municipality. Whether any such work is done on a voluntary or temporary employee basis is between the individual and their home municipality.

6. Employees are encouraged to be personally prepared for a major emergency by attending personal emergency planning preparedness sessions offered by their communities and the District of West Vancouver.

WVMEA

1. Volunteers are recognized as a necessary resource in an EOC Activation major emergency situation. The parties agree that volunteers would not replace staff but would supplement the available workforce. Employees will be assigned work first in all but unavoidable circumstances.
2. The WVMEA will work with the West Vancouver Memorial Library in both a liaison and problem resolution capacity to help sort out matters that arise that had not been previously contemplated.

Dated the 23rd of June, 2006. Re-signed this 3rd of July, 2008. Re-signed this 17th day of July, 2014.

FOR THE LIBRARY:

"Jenny Benedict"

Jenny Benedict
Director of Library Services

"Lauren Hughes"

Lauren Hughes, Director of
Human Resources & Payroll Services

FOR THE ASSOCIATION:

"Bruce Scott"

Bruce Scott
Business Manager, WVMEA

LETTER OF UNDERSTANDING

between

The West Vancouver Memorial Library Board

and

The West Vancouver Municipal Employees' Association

RE: MODIFICATIONS TO HOURS OF WORK

The parties agree that from time to time Employees may desire to work a schedule beyond the parameters established in Article 15.01 Hours of Work. In such cases, the following shall apply:

The "hours of work" for Employees may be varied with mutual agreement between Employee and the Director of Library Services, or designate. Modification requests must be submitted by the Employee in writing and must detail the proposed schedule.

Any such modifications shall require the concurrence of the Association.

The Employee, Employer and Association shall complete the "Modified Hours of Work Checklist", as agreed to by the parties signatory to this Letter of Understanding, as part of any modified schedule agreement.

Dated the 4th of December 2006. Re-signed this 3rd of July, 2008. Re-signed this 17th day of July, 2014.

FOR THE LIBRARY:

"Jenny Benedict"

Jenny Benedict
Director of Library Services

"Lauren Hughes"

Lauren Hughes, Director of
Human Resources & Payroll Services

FOR THE ASSOCIATION:

"Bruce Scott"

Bruce Scott
Business Manager, WVMEA

Letter of Understanding

Between

The West Vancouver Memorial Library Board

and

The West Vancouver Municipal Employees' Association

RE: SICK LEAVE

This Letter of Understanding confirms an agreement reached between the parties regarding entitlement, accumulation and carry-over of Sick Leave and unused Sick Leave from one year to the next.

Notwithstanding Sub-section 9.09(a) of this Collective Agreement, Employees are granted not less than twelve (12) calendar days of paid Sick Leave in any calendar year.

Employees claiming paid Sick Leave, shall first use their unused entitlement from previous year(s), and then be entitled to use their current year's entitlement.

This letter is in effect to 2016 December 31, or until ratification of a new Collective Agreement, and may be renewed by mutual agreement.

Signed 31st of December 2000 at West Vancouver, British Columbia. Re-signed this 1st day of January 2008. Re-signed this 17th day of July, 2014.

FOR THE LIBRARY:

"Jenny Benedict"

Jenny Benedict
Director of Library Services

"Lauren Hughes"

Lauren Hughes, Director of
Human Resources & Payroll Services

FOR THE ASSOCIATION:

"Bruce Scott"

Bruce Scott
Business Manager, WVMEA

Note: This Letter of Understanding is required for EI Rebate compliance.

LETTER OF UNDERSTANDING

between

The West Vancouver Memorial Library Board

And

The West Vancouver Municipal Employees' Association

RE: TELECOMMUTING

The Employer and the Association agree that where an Employee wishes to telecommute or the Employer wishes to implement telecommuting, such arrangement may be mutually agreed upon subject to the following terms and conditions PROVIDED HOWEVER that nothing in this Letter of Understanding (LOU) shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement except as specifically provided herein.

1. General

Excellent customer service frequently involves the "personal connection". In the vast majority of cases it is important that Employees be available on site to offer this. As such, telecommuting approvals will be rare. Operational needs will always be of primary consideration when the Library is being asked to consider or requesting a telecommuting arrangement.

Telecommuting is defined as engaging in recurring, scheduled work during regular working hours that is done from a remote location other than an Employer worksite (the "Remote Location"), authorized and approved by the Employer, connecting to a regular designated Employer worksite, also authorized and approved by the Employer.

Any agreement entered into pursuant to this LOU shall be reached on the understanding that the arrangement is without precedent or prejudice to any position that the Employer or the Association may take in future cases involving similar or identical matters and/or circumstances, and that the terms and conditions of this LOU will apply.

While performing work at the Remote Location, the Employee will continue to be considered a Library Employee, and will remain under the direction of his or her supervisor and will be required to perform his or her duties in a manner consistent with all Employer policies and guidelines.

The terms and conditions of employment and the Collective Agreement will be in full force and effect on those days where the Employee is telecommuting.

2. Procedure

- a. An Employee shall apply in writing to his or her Exempt Manager, indicating the reason for the request, the length of the proposed arrangement, relevant dependant care arrangements and the hours and days of the week the Employee wishes to telecommute. A copy of this request shall be forwarded to Human Resources and the Association.
- b. Where a request is approved by the Library it will be forwarded to the Association for their concurrence. Once concurrence is received, Human Resources shall provide the Employee with a letter covering the terms and conditions of the telecommuting arrangement signed by the Employer, copied to the Association.

3. Hours

The regular daily and weekly hours of the position shall remain unchanged as a result of the telecommuting arrangement unless otherwise varied in accordance with the collective agreement processes.

Scheduling and recording of time off, including sick and vacation, will be subject to the same terms and conditions as are currently in place for Employees not telecommuting.

Any overtime hours must be approved by the Employee's supervisor prior to commencement of the overtime work.

4. Provision of Equipment, Technology and Supplies

- a. The Employer shall provide:
 - i. relevant computer software; and
 - ii. relevant office stationery, materials and suppliesboth of which shall remain the property of the Employer.
- b. The Employee shall provide:
 - i. a safe environment that is conducive to productive work;
 - ii. necessary computer equipment and peripheral devices to specifications approved by the Employer, including upgrades which may be required from time to time;
 - iii. a high speed internet connection;
 - iv. office furniture;
 - v. telephone accessibility at all times during working hours for business use;
 - vi. all additional utility expenses;

vii. personal first aid kit,

all of which shall remain the property of the Employee, with the exception of any Employer-supplied furniture or equipment.

5. Safety and Ergonomics

- a. The Employer reserves the right to inspect the Remote Location at a time that is mutually agreeable to the parties. Any such inspection will be conducted with an Association representative in order to confirm that the Remote Location is appropriate and that it meets with WorkSafeBC requirements. It is assumed that the Employee, by agreeing to the Telecommuting Agreement, has ensured that the Remote Location meets safety and ergonomic requirements before the Employee may perform his or her duties from the Remote Location.

If substantial changes are made to the Remote Location, the Employee shall notify the Employer, and the Employer reserves the right to schedule an inspection to determine ongoing appropriateness of the Remote Location and to require changes to the Remote Location, if the telecommuting arrangement is to continue. The Employer will advise the Association if they schedule a site visit and the Association will attend.

It is the Employee's responsibility to maintain the remote worksite in accordance with all applicable Occupational Health & Safety regulations. The Employer will provide a summary of the basic key components.

- b. WorkSafeBC matters in the telecommuting situation shall be treated similarly to injuries occurring at the regular workplace. Any Employer concerns regarding safety will be communicated to the Association and may be reason for the Employer to immediately terminate the Telecommuting Agreement, should the Employee fail to correct the issue in a reasonable period of time.
- c. Should an Employee be working alone where assistance would not be readily available, then a check-in system as required by the Occupational Health and Safety regulations must be implemented. Employees will not be authorized to telecommute if they have a health condition that requires immediate assistance unless they can provide details of a procedure that provides for this immediate assistance.

6. Productivity

Quantity and quality of work performed shall be monitored by the Employee's supervisor to ensure quantity and quality of the work is consistent with required work levels and that work is performed during agreed working hours, per the Employee's work schedule as set forth in the letter referred to in paragraph 2(b). Workload and

productivity level expectations for the Employee will be similar to that expected at the regular workplace.

It is understood that should the Employer's network be unavailable, operating slowly, or should the Employee's Remote Location computer be unavailable for more than 15 minutes, preventing him or her from performing assigned duties, that he or she will contact the supervisor immediately so that alternate duties may be discussed and assigned.

The Employee will come to the regular designated work site should unforeseen problems prevent him or her from working at the Remote Location on the designated days, or should the Employer request the Employee to attend a regular worksite. In the event the Employee must attend at the regular worksite for any reason on a day scheduled for telecommuting, the Employer shall not reimburse any transportation expenses or travel time.

7. Dependent Care

Telecommuting is not an alternative to daycare arrangements. Employees who telecommute and who are responsible for dependents or others shall have other care available such as a spouse, a relative, or other daycare arrangements which ensure that the Employee is free from interruption during their regular working hours. The Employee will provide details of these arrangements in writing to their Exempt Manager as part of their telecommuting request.

8. Security and Confidentiality

The Employee's Remote Location computer and all necessary application and communication software must meet all Employer standards for remote access. The Employee is responsible for ensuring that all Employer documents and information shall be kept in a manner that is safe, secure and confidential.

9. Trial Period

There will be a three (3) month trial period at which time the telecommuting arrangement will be evaluated. The criteria that will be used to evaluate the arrangement will include:

- overall Employee productivity and service delivery;
- the Employee's ability to meet deadlines;
- progress of individual or team assignments;
- Employee's availability to receive and return calls;
- the impact on the Employee as well as other staff in the office;
- the Employee's ability to attend meetings, even on short notice.

10. Term of Telecommuting Arrangement

Telecommuting is a temporary work arrangement for a period as set forth in the letter referred to in paragraph 2(b) to a maximum of twelve (12) months. Any request for extension will be dealt with as a new telecommuting request.

The Employer or the Employee may terminate the telecommuting arrangement by providing ten (10) calendar days' written notice. The Employer reserves the right to terminate the telecommuting arrangement immediately where there has been a violation of the agreement.

11. Term of Letter of Understanding

The Employer or the Association may terminate this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all telecommuting arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Dated this 3rd of July, 2008. Re-signed this 17th day of July, 2014.

FOR THE LIBRARY:

"Jenny Benedict"

Jenny Benedict
Director of Library Services

"Lauren Hughes"

Lauren Hughes, Director of
Human Resources & Payroll Services

FOR THE ASSOCIATION:

"Bruce Scott"

Bruce Scott
Business Manager, WVMEA

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