



Collective Agreement *between*

Fraser Valley Regional Library *and*

Canadian Union of Public Employees Local 1698

January 1, 2006 to December 31, 2008



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THIS AGREEMENT MADE AND ENTERED INTO

BETWEEN:

FRASER VALLEY REGIONAL LIBRARY
(Hereinafter called the "Employer"),

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1698,
Chartered by the Canadian Union of Public Employees and affiliated with the
Canadian Labour Congress, (Hereinafter called the "Union"),

PARTY OF THE SECOND PART

ARTICLE 1

WHEREAS it is the desire of both Parties to this Agreement:

1.01 Harmonious Relationships

To maintain and improve the harmonious relations and settled conditions of
employment between the Employer and the Union;

1.02 Mutual Value

To recognize the mutual value of joint discussions and negotiations in all matters
pertaining to working conditions, employment, services;

1.03 Efficiency of Operation

To encourage efficiency in operation;

1.04 Promote Welfare, Well Being and Security

To promote the morale, well-being and security of all the employees in the
bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to
the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties hereto in
consideration of the mutual agreement and covenants hereinafter contained, agree with the
other as follows:

ARTICLE 2 - DEFINITIONS

2.01 Employee

“Employee” shall mean a person who is an “Employee” as defined in the Labour Relations Code.

2.02 Probationary Employee

“Probationary Employee” shall mean a person serving a probationary period in accordance with Article 10.04.

2.03 Regular Employee

“Regular Employee” shall mean an employee, full or part-time, who having successfully completed a probation period, is confirmed in a permanent position.

2.04 Regular Employees – Benefits

“Regular Employees” and regular employees on probation shall be entitled to all benefits provided by the Collective Agreement, from date of hire except as otherwise provided.

2.05 Casual Employees

- (a) “Casual Employee” is an employee who does not have any regularly scheduled hours but who is called in to work from time to time as required. A casual employee remains a casual employee when filling a temporary vacancy.**
- (b) Casual Employees shall receive an amount equal to fourteen percent (14%) of their total earnings in lieu of annual vacations, sick leave, medical benefits, group insurance benefits, group dental plan, retirement bonus, General Holidays and compassionate leave.
- (c) Seniority shall be calculated from the date on which the employee was first hired.
- (d) The Employer shall call casual Employees in order of seniority when filling shifts.**

2.06 Subsidized Temporary Employee

- (a) "Subsidized Temporary Employee" is an employee employed by the Employer pursuant to Federal or Provincial Government employment programs or projects for a period not exceeding six (6) calendar months. Such period of time may be extended for up to a further six (6) calendar months with mutual consent of both parties.
- (b) Rates of pay and working conditions shall be in accordance with the collective agreement except that subsidized temporary employees shall receive an amount equal to fourteen percent (14%) of their total earnings in lieu of annual vacations, sick leave, medical benefits, group insurance benefits, group dental plan, retirement bonus, General Holidays and compassionate leave.
- (c) No temporary employee hired under such a funding program shall replace an employee who is a member of the bargaining unit or perform the work of an employee who is on the recall list.

2.07 Page

- (a) **"Page" is an employee currently enrolled in a high school program or a program at a recognized post-secondary institution.**
- (b) **"Page" is an employee hired to perform library work in accordance with the agreed upon Page job description.**
- (c) Pages shall accumulate seniority only for the purposes of shift preference as a Page. **The Employer shall call Pages on the Call-in List in order of seniority when filling shifts.**
- (d) Pages shall not be entitled to benefits other than those to which a person becomes entitled by reason of Statute. Pages shall receive eight point two percent (8.2%) as vacation and general holiday pay.

2.08 Librarian

"Librarian" is an employee who possesses a masters degree or post-baccalaureate degree from an ALA accredited program or equivalent. Equivalent is defined as a graduate degree from a foreign library school comparable to an ALA program.

2.09 Shift

A "Shift" is a number of consecutive hours.

2.10 Schedule

A "Schedule" is a number of shifts in a work week.

2.11 Week

"Week" means the period between midnight on a Saturday and midnight on the Saturday immediately following.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Recognition of Bargaining Agent and Exclusions

The Employer recognizes the Canadian Union of Public Employees and its Local Union 1698 as the sole and exclusive bargaining agent for all of its employees save and except the following:

Chief Executive Officer
Director of Public Services
Director of Corporate Services
Director of Finance
Senior Manager, Collections & Community Services
Senior Manager, Information Technology
Deputy Manager, Systems & Network Administration
Manager, Marketing & Communications
Library Manager, Abbotsford
Deputy Library Manager, Abbotsford
Library Manager, Upper Fraser
Deputy Library Manager, Upper Fraser
Library Manager, Delta
Library Manager, The Langleys & White Rock
Deputy Library Manager, The Langleys & White Rock
Library Manager, NorthWEST
Deputy Library Manager, NorthWEST
Library Manager, Mission
Budget Officer
Payroll and Benefits Administrator
Personnel Officer
Personnel Assistant
Executive Assistant

and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Written or Verbal Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

3.03 Printing of Collective Agreement

- (a) The Regional Library Board and the Union desire every employee to be familiar with the provisions of the Collective Agreement and their rights and duties under it.
- (b) The Employer shall print, within sixty days of the proofing and signing of the Agreement, and distribute to each employee a complete copy of the Collective Agreement. Each member of every duly established committee under the Collective Agreement shall receive a full sized copy of the Agreement for committee purposes. The Employer shall print an additional 75 copies for distribution to branches, Administrative Centre and new employees.
- (c) The Union and the Employer shall both, for distribution purposes, receive an additional 25 copies. The cost of printing these copies of the Collective Agreement shall be borne by both Parties equally. Should either the Employer or the Union require more copies, they shall bear the total cost of printing those copies.

3.04 Volunteers

- (a) It is agreed between the Parties that volunteers may provide services which are not normally provided by the bargaining unit.
- (b) In the event the Employer utilizes the services of volunteers, the following criteria will apply:
 - (1) Volunteers will not be used to replace or displace staff;
 - (2) The number of paid staff is to be determined without consideration of volunteer contributions;
 - (3) Volunteers are not to be providers of services which are provided by members of the bargaining unit, but rather only add something extra.

3.05 Grants & Work Experience Programs

- (a) The Employer agrees to provide as much advance notice as possible to the Union when persons shall be at any work-site in a work experience placement or practicum. Such notice shall contain the duration of the work experience

placement or practicum, the name of the sponsoring agent, and the positions that will be subject to work experience participation. Work experience placements and practicums shall not exceed thirty (30) calendar days except with mutual agreement.

- (b) The Employer shall notify the Union at least thirty (30) days prior to participating in any program which allows for a person to perform any bargaining unit work. The parties shall meet to discuss the project, rates of pay and work to be performed. No person shall be employed in such a program without the agreement of the Union.
- (c) No work experience placement or practicum shall result in reduction of hours of bargaining unit employees. No work experience placement or practicum shall replace work performed by employees on the recall list or on the call-in list.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Operations & Workforce

The management, supervision and control of the Employer's operation and the direction of the workforce shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement. The question of whether one of these rights is limited by this Agreement shall be decided through the grievance procedure.

ARTICLE 5 - FAIR EMPLOYMENT PRACTICES

5.01 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

5.02 Human Rights

- (a) The Board and the Union will continue their present policy of no intimidation, discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, disability, place of residence, nor by reason of membership or activity in the Union or any other reason.
- (b) Bona fide occupational requirement shall not constitute discrimination.
- (c) This clause shall not apply to any personal benefits program which has been

mutually accepted by both Parties or which makes actuarial distinctions on the basis of age.

5.03 Harassment

The Employer and the Union recognize the right of the employees and management representatives to be treated fairly in a workplace that is free of personal or sexual harassment.

- (a) Personal harassment shall be defined as:
 - (1) any behaviour which denies individuals their dignity and respect, and
 - (2) that is offensive, embarrassing and humiliating to said individual
 - (3) intentional comments and/or actions deliberately designed to demean, belittle and humiliate an individual and includes without limitation, abuse of authority
 - (4) therefore, personal harassment of another employee in carrying out the duties or in the provision of services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate or subordinate to supervisor constitutes a disciplinary infraction.
- (b) Sexual harassment shall be defined as:
 - (1) an act which involves favours or promises of favours or advantages in return for submission to sexual advances
 - (2) reprisals or threats for rejection of sexual advances by either employees or management representatives, whether male or female
 - (3) sexual harassment shall be treated as a serious offense, subject to a whole range of disciplinary sanctions, up to and including discharge.
- (c) Personal and sexual harassment could consist of either verbal or physical conduct when submission to, or rejection of, such conduct forms the basis for decisions affecting employment or when such conduct creates an intimidating, hostile, or offensive working environment.
- (d) Complaints of personal and sexual harassment will be processed through the Grievance Procedure established in this Collective Agreement, commencing at **Step 3**.

- (e) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.
- (f) An Arbitration Board shall have the power to impose penalties against the harasser, including but not limited to, a financial penalty.
- (g) When a financial penalty is imposed, the monies will be forwarded to the United Way.

ARTICLE 6 - UNION SECURITY

6.01 Bargaining Unit Membership

All employees of the Employer, within the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. All future employees shall, within a period of one (1) calendar month, as a condition of continued employment, become and remain members in good standing of the Union.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Dues, Fees and Assessments

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-Laws of the Union for all employees as a condition of continuing employment. The Union agrees to advise the Employer in writing of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments each pay day and shall forward to the Union a listing of employees and amounts deducted per employee. A list of names, addresses and classifications of employees shall be forwarded on a quarterly basis with changes as they occur.

7.02 Reporting Dues on Income Tax

At the same time that Income Tax (T-4) slips are made available, the Employer shall **include** the amount of Union dues paid by each Union member in the previous year.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Labour/Management Committee

- (a) A Labour/Management Committee consisting of not more than four (4) members of the Union and not more than four (4) representatives of the Employer, shall meet at the request of either the Employer or the Union to seek solutions to problems and to achieve mutual objectives.
- (b) In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement.
- (c) Any representative of the Union on the Labour/Management Committee who is in the employ of the Employer, shall not suffer any loss of remuneration normally paid by the Employer while attending committee meetings.
- (d) Minutes of the Labour/Management Committee shall be prepared by the Employer and shall contain a statement of the subject discussed and the resolution. After agreement of the Parties, minutes shall be posted on staff bulletin boards at each location. Minutes shall not be circulated, except to Committee members, or referred to, until they have been approved by the Parties.

8.03 Negotiating Committee

- (a) A Negotiating Committee shall be appointed and consist of representatives of the Employer, and representatives of the Union, The Union will advise the Employer of the Union representatives on the Committee. The Negotiating Committee will address matters of collective bargaining.
- (b) Four (4) representatives of the Union on the Negotiating Committee who are in the employ of the Employer, shall not suffer any loss of remuneration normally paid by the Employer while attending committee meetings.

8.04 Committee Assistance

The Union and the Employer shall each have the right to have the assistance of advisors or outside counsel when dealing or negotiating with each other. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, or meetings, or negotiations between the Parties, and shall notify the Employer on each such occasion.

8.05 Union Representation

- (a) When a meeting with an employee is convened for the purposes of disciplinary action, the employee shall have the right to have their Union representative present. Employees shall be notified in advance to provide opportunity for the Union representative to be present.
- (b) Where a meeting, without notice, becomes a disciplinary meeting, an employee has the right to temporarily adjourn the meeting and to choose a Union Representative to be present.
- (c) The Parties agree that performance appraisal meetings shall not be used for disciplinary purposes.

8.06 Technical Information

The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classifications, wage rates, a break-down of point ratings in job evaluation, pension and employee benefit plans, and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

8.07 Adverse Report

The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware prior to the hearing and thereby was denied the opportunity of placing a written response in the file.

8.08 Access to Personnel File

An employee shall have the right, by appointment, to have access to and review their personnel file in the presence of an exempt staff member and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

8.09 Employee Records

- (a) Employees, by written request to the Employer, may request that negative material in their employee records be removed.
- (b) Employees may make a request to have negative material removed from their records under the following conditions:
 - (1) The material must have been on the record for at least two (2) years and there has not been any additional negative material placed on the record during this two (2) year period; and
 - (2) The negative material is not of a serious nature.
- (c) The employer shall not unreasonably deny the removal of any negative material. The Employer may deny the removal only if the material is of a serious nature.
- (d) Should the Union disagree with the Employer's decision not to remove negative material, it may refer the matter to the grievance procedure commencing at **Step 3**.
- (e) This Article 8.09 does not apply to performance appraisals.

8.10 Copies of Resolutions

Copies of all motions, resolutions and By-Laws or rules and regulations adopted by the Regional Library Board which affect the members of this Union are to (1) be forwarded to the Union, and (2) be posted on all bulletin boards.

8.11 Changes in Method of Operation

Recommendations for changes in method of operation that may affect wage rates, classifications, work loads or reduction of employment, will be communicated to the Union at such intervals before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representations to the Employer.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee whom the Steward represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.

9.02 Names of Stewards

The Union shall notify the Employer in writing of the name and location of each Steward before the Employer shall be required to recognize them.

9.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments, as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the supervisor, which permission shall be given as soon as possible.

9.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.05 Settling of Grievances

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

9.05.1 Step 1

The employee having a potential grievance shall with a Union Steward first take up the grievance verbally with the appropriate supervisor within thirty (30) calendar days of the alleged violation or, from the date of becoming

aware of the alleged violation. Either Party will not use settlement at Step 1 as a precedent.

9.05.2 Step 2

If settlement is not reached at Step 1, the Union Grievance Committee shall submit the grievance in writing within fourteen (14) calendar days of the Step 1 response. The grievance shall state the details of the alleged violation including the specific article(s) in dispute, the date and the redress sought from the Grievance Committee of the Employer. Should the Grievance Committee of the Employer be unable to settle the grievance within seven (7) calendar days following receipt of the grievance, Step 3 shall be invoked.

9.05.3 Step 3

The grievance shall be discussed between a Grievance Committee of the Employer and the Union Grievance Committee within seven (7) calendar days following failure of settlement at Step 2. Failing settlement at this step, within fourteen (14) calendar days, the Union may refer the grievance to a Board of Arbitration.

9.06 Arbitration

- (a) A Board of Arbitration shall be formed to hear the grievance. Either Party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other Party shall, within five (5) calendar days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chair.
- (b) Should the representatives fail to select such third member within five (5) calendar days from the appointment of the last representative, either Party may request the Director of the Arbitration Board to appoint a Chair.
- (c) The expenses and compensation of the representatives selected by the Parties shall be borne by the respective Parties. The expenses and compensation of the Chair shall be shared equally between the Parties.
- (d) Following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

9.07 Policy Grievance

Where a dispute involving the question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, **Steps 1 and 2** of this Article may be by-passed. Policy grievances shall commence at **Step 3**.

9.08 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at **Step 2**.

9.09 Grievance on Safety

An employee, or a group of employees, who is requested to work under conditions deemed to be unsafe or unhealthy shall have the right to file a grievance in **Step 3** of the Grievance Procedure for timely resolve.

9.10 Time Limits

Extensions to the time limits referred to herein may be extended upon mutual consent of the Parties in writing.

9.11 Failure to Act Within Time Limits

- (a) In the event the Union does not advance the grievance to Arbitration within fourteen (14) calendar days from the conclusion of **Step 3**, the grievance is deemed to be abandoned.
- (b) In the event the Employer does not respond within fourteen (14) calendar days of **Step 3**, the grievance is deemed to be allowed.

ARTICLE 10 - SENIORITY

10.01 General

The Parties hereto recognize that all employees are entitled to a measure of employment security, based on seniority; and that the employee shall accrue certain preference in this respect as provided in this Agreement.

10.02 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, lay-offs

and recall provided, however, the employee is competent and/or qualified to perform the duties of the position. Seniority shall operate on a bargaining-unit-wide basis.

10.03 Calculation of Seniority

Seniority shall be calculated on the accumulation of hourly services from the last date upon which the employee commenced employment with the Employer.

10.04 Probation Period

- (a) Employees beginning a probation period on being newly hired into a regular, casual, or page position, or moving from a casual to regular position, shall serve a probation period of 420 hours actually worked in the position or six (6) calendar months, whichever occurs earlier. Such period of time may be extended up to 420 hours actually worked in the position or six (6) calendar months, whichever occurs earlier, by mutual consent of both Parties in writing from the start date in the position.**
- (b) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except as otherwise provided in this Agreement. During this probationary period the competence and suitability of the employee shall be determined.**
- (c) The employment of such employees may be terminated at any time during the probationary period if the employee is unsuitable for the position, subject to the grievance procedure.**

10.05 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced along with their hourly accumulation. An up-to-date seniority list shall be sent to the Union and all work sites monthly.

10.06 Accumulation of Seniority

An employee shall accumulate seniority as set out in this Article during the following absences:

- (a) Absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner;**
- (b) During a leave of absence for an elected or appointed position in the Union;**
- (c) During an employee's vacation;**

- (d) When an employee is absent due to a Workers' Compensation Board claim;
- (e) During General Holidays;
- (f) During an authorized leave of absence up to twenty (20) working days;
- (g) During absence for Jury or court witness duty;
- (h) During maternity/parental leave;
- (i) During banked time off.

10.07 Retention of Seniority

Employees who are laid off after six (6) months service shall retain seniority for a period of one (1) year.

10.08 Loss of Seniority

- (a) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the Employer.
- (b) An employee shall only lose seniority and have employment terminated in the event of:
 - (1) Discharge for just cause and the employee is not reinstated;
 - (2) Resignation;
 - (3) Absence from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - (4) Failure to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, provided, however, that the ten (10) calendar days commences on the date the Employer registers the notification of recall. It shall be the responsibility of the employees to keep the Employer informed of their current address;
 - (5) A layoff exceeding one (1) year.
 - (6) Casual employees who have not worked for a six (6) month period.

- (7) Pages who have not worked for a three (3) month period will lose all seniority and have their employment terminated.
- (8) Acceptance of permanent employment with another employer during a general leave.

10.09 Return to Position on Completion of Temporary Posting

Regular employees who transfer or are appointed to positions made available by augmenting the regular staff or by a special project of limited duration or by temporary postings shall upon completion of said assignment be returned to their former position without loss of seniority and scheduled rate of pay.

10.10 Non-Regular Employees on Completion of Temporary Posting

Employees, other than regular employees, employed to fill those positions made available by the reassignment of regular employee positions shall be laid off. Employees laid off shall retain their seniority as provided in Article 10.08 (Loss of Seniority).

10.11 Filling Posted Vacancies

- (a) Employees, other than regular employees, may apply for posted vacancies on the regular staff; however, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.
- (b) Notwithstanding provisions contained in this Article, it is agreed and understood that where a casual employee is the successful applicant to a regular posted position, seniority on the regular staff commences from the date of appointment to a regular position.

10.12 Transfers and Seniority Outside Bargaining Unit

- (a) **No employees shall be transferred to a position outside the bargaining unit without their consent.**
- (b) **If employees are transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority.**
- (c) **Employees who have accepted a transfer to a position outside of the bargaining unit shall pay an amount equal to union dues to the United Way.**

- (d) **The employer must notify the Union in writing when employees accept a transfer to a position outside of the bargaining unit.**
- (e) **When the temporary assignment is completed the employees shall return to their previous position.**

ARTICLE 11 - APPOINTMENTS, PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

- (a) (1) When a vacancy occurs or a new position is created, including a temporary vacancy of more than eight (8) calendar weeks, the Employer shall notify the Union in writing and post notice of the position in all branches and on all bulletin boards in the Regional Library for at least ten (10) calendar days.
- (2) When a vacancy of eight (8) calendar weeks or less occurs, the Employer will offer the hours to employees on the call-in list.
- (b) If the Employer deems it necessary to fill the vacancy for the ten (10) calendar day posting period, they may employ a casual employee without posting.
- (c) (1) **Temporary job vacancies shall be understood to include vacancies of up to twenty-six (26) weeks resulting from sudden increased demand in operational requirements, injury, illness, vacations, leaves of absence.**
- (2) **Temporary job vacancies due to maternity/parental leave shall be understood to include vacancies of up to fifty-two (52) weeks.**
- (3) **In an emergency situation requiring a temporary posting of a job vacancy, a seven (7) calendar day posting procedure may be used provided that notice reaches all worksites before the expiry of the posting.**
- (d) An employee appointed to a posted temporary position shall not be appointed to a different or additional temporary position unless the schedules of the positions do not conflict.
- (e) If a posted temporary job vacancy is subsequently extended eight (8) calendar weeks or less, the employee who is filling the vacancy will be offered the opportunity to remain in the position until the expiry of the extension. If the employee does not wish to remain in the position, or the extension is for a period of more than eight (8) calendar weeks, Article 11.01(a) shall apply.

- (f) Regular probationary employees shall not be appointed to another or additional position unless the schedules of the positions do not conflict or unless the jobs have the same position title and same worksite or department.
- (g) Vacancies resulting from a long term disability or Workers' Compensation Board claim shall be posted permanently at the end of two and one half (2 1/2) years.

11.02 Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, current shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

11.03 No Outside Advertising

No outside advertisement for additional employees shall appear until after ten (10) calendar days from the date of posting, to allow present employees a full opportunity to qualify. Concurrent outside advertising may occur with mutual agreement of the Parties.

11.04 Role of Seniority in Promotions and Transfers

- (a) Both Parties recognize:
 - (1) the principle of promotion within the service of the Employer,
 - (2) that job opportunity should increase in proportion to length of service.
- (b) Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

11.05 Method of Making Appointments

In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are equally qualified to fulfil the duties of the position, length of service shall be the determining factor. The employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

11.06 Trial Period

- (a) Except as provided for in Article 10.04 – Probation Period, the employee who is the successful applicant for a vacancy shall be placed on trial for a period of 420 accumulated hours worked in the position or six (6) calendar months, whichever occurs earlier. During this trial period the competence and suitability of the employee shall be determined.**
- (b) Conditional on satisfactory service, such trial promotion shall become permanent after the period of 420 accumulated hours actually worked in the position or six (6) calendar months, whichever occurs earlier. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds them self unable to perform the duties of the job, the employee shall be returned to their former position with its incumbent wage rate and without loss of seniority.**
- (c) An employee may for good and sufficient cause request in writing that they be returned to their former position without loss of seniority and wage or salary. Such request to be approved by the Employer. Approval shall not be withheld unjustly. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position with its incumbent wage rate and without loss of seniority.**

11.07 Increase of Hours of Position

When a position held by a regular part-time employee is increased in hours it shall not become a new position and when a part-time position is increased in hours the incumbent shall accept the position of the total hours, or the job shall be posted.

11.08 Notification to the Union

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, disciplined, suspended or terminated, or has an increase or decrease in regularly scheduled hours of work at the same time the employee is notified in writing. The Employer shall notify the Union, in writing, when an employee covered by this Agreement resigns or retires.

11.09 Job Exchanges

The Employer shall inaugurate and maintain a program of job exchanges so that every regular employee shall, according to provisions of seniority and without affecting the rate of pay, have the opportunity to obtain a basic understanding of the Regional Library system.

11.10 Rate on Promotion or Transfer for Librarians

On promotion or transfer

- (1) to a higher classification the employee shall be placed at the increment in the classification that provides for an increase in the rate of pay.
- (2) to a lower classification, the employee shall be placed on the increment scale at the step commensurate with the employee's length of service with the Employer.

11.11 Pages

- (a) Pages, within three (3) months of successful completion of Grade 12, and in recognition of their training, experience and job performance as a Page shall be given first opportunity and consideration to be appointed as casual employees, hereby providing continued employment with Fraser Valley Regional Library. The determination of suitability for appointment will be on the basis of the employment record including the probationary evaluation and the recommendation of the supervisor.
- (b) Pages recruited as casual employees will be placed on the casual call-in list commencing at zero hours of seniority. If more than one Page is appointed in the same pay period, the order of placement on the list shall be determined using their Page seniority hours.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Layoff and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

12.02 No New Employees

No new employees will be hired until those laid off and who are qualified to do the work have been given an opportunity of re-employment.

12.03 Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify, in writing, those employees who are to be laid off thirty (30) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) calendar days after the notice of layoff, they shall be paid in lieu of work for that part of the thirty (30) calendar days during which work was not made available.

12.04 Service Severance Pay

- (a) A regular employee who has received written notice of lay-off shall, within thirty (30) days from the effective lay-off elect to:
 - (1) either retain seniority rights of lay-off and recall; or
 - (2) accept severance pay.
- (b) Upon acceptance of severance pay all seniority rights and rights to recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of lay-off and recall all rights to severance pay under these provisions are terminated.
- (c) Entitlement to, and severance pay for each regular employee will be as follows:
 - (1) Five (5) day's pay for each calendar year of service up to and including five (5) calendar years of service.
 - (2) Seven (7) day's pay for each calendar year of service from and including six (6) years of service.
 - (3) The maximum number of day's pay for severance will be ninety (90) days pay.
- (d) Part time service shall be pro-rated on the basis of total seniority hours divided by total weeks of service. This equals average number of hours worked per week. This average number of hours worked per week divided by 35 is the factor used in pro-rating. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective day of the employee's termination.

12.05 Adjustment Plan

- (a) 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, the Employer will notify the Union in writing at least 60 days before the measure, policy, practice or change is to be introduced.
- (b) After notice has been given, the Parties will meet, in good faith, and attempt to develop an adjustment plan, which may include provisions covering any of the following:
 - (1) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Agreement;
 - (2) Human resource planning and employee counselling and retraining;
 - (3) Notice of layoff;
 - (4) Severance pay;
 - (5) Entitlement to pension and other benefits including early retirement benefits;
 - (6) A joint process for overseeing the implementation of the adjustment plan.
- (c) If the Parties agree to an adjustment plan, it is enforceable as if it were part of this Collective Agreement.
- (d) This Article 12.05 does not apply to the termination of employment:
 - (1) for just cause;
 - (2) of casual employees;
 - (3) of temporary employees whose assignments have ended.

ARTICLE 13 - WORKING CONDITIONS

13.01 Hours of Work *(see Letter of Understanding, Re: Article 13.01 (a) Hours of Work)*

- (a) Employees' regular hours of work shall not be greater than seven (7) hours per day and shall not exceed thirty-five (35) hours per week excluding any meal break to which the employees are entitled. Regular employees are entitled to two (2) consecutive days of rest, unless otherwise agreed between the Employer and the Union.
- (b) The normal hours of work shall fall between the hours of 7:00 a.m. and 9:15 p.m. each day.
- (c) Employees regularly scheduled hours of work per day shall not be spread over a period longer than eight (8) consecutive hours.
- (d) **Employees** working less than thirty-five (35) hours per week shall be given the opportunity to work hours that become available, by placing their names on the call-in list. **The Employer, for filling shifts, shall call employees in order of seniority.** This opportunity shall not be considered to be a call-out.
- (e) **Employees are responsible for ensuring their availability information on the Call-In system is accurate and up-to-date.**
- (f) Split Shift

Where the Employer requires employees who work less than seven (7) hours per day to split their shift, they shall be paid at their regular rate of pay for the hours so worked and an additional two (2) hours at straight time by way of compensation for having to work a split shift.

13.02 Change of Shifts

When an employee, by virtue of a job posting, transfer, or shift change is moved to a different shift schedule that results in the loss of a day's pay, the two (2) consecutive days of rest provisions may be suspended by mutual agreement of both Parties in writing.

13.03 Overtime

All overtime must be authorized in advance by the employee's designated supervisor.

- (a) Employees working less than seven (7) hours per day shall be paid at straight time rates for all hours worked up to seven (7) hours per day, then prevailing overtime rates shall be paid.

- (b) Employees who are required to work in excess of seven (7) hours per day shall be paid overtime at time and one-half (1 1/2x) the regular hourly rate for the first two hours and two (2x) times the regular hourly rate thereafter.
- (c) Regular employees who are required to work on the first or second day of rest shall be paid overtime at double time (2x) the regular hourly rate.
- (d) Where an employee is required to work continuously beyond the employee's normal quitting time and as a consequence works in excess of two (2) hours at overtime rates, or where an employee is required to work in excess of four (4) hours on a day of rest, the Library agrees to provide a meal allowance of \$7.50.

13.04 Reporting for Shift

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

13.05 Call-Out

Authorized call-out shall mean a situation where an employee is required by the Employer to come to work from the employee's place of residence to work any time outside such employee's regularly scheduled working hours and shall be paid at two (2x) times the regular hourly rate with a minimum of two (2) hours.

13.06 Overtime on General Holidays

Double time (2x) shall be paid for all hours worked on General or proclaimed holidays in addition to regular holiday pay.

13.07 Overtime Offered Equitably

Overtime work shall be offered equitably to employees in the work location who are willing and able to perform available overtime work.

13.08 Overtime Bank

- (a) All overtime worked in excess of the hours so stated shall be paid on the following pay period in which it was earned except:
- (b) Regular employees may choose to bank overtime for the purpose of additional time off. Such overtime shall be taken within one (1) calendar year of accumulation at a time mutually agreed upon by the Employer and the employee. Any overtime not taken within one (1) calendar year of accumulation will be paid out at the earned rate.

13.09 Standby Time

- (a) When an employee is required by the Employer to be on standby, that is immediately available by telephone contact, or paging device, such standby time shall be paid at straight time for two (2) hours per twenty-four (24) hour day based on the regular hourly rate of that employee.
- (b) All hours actually worked on site will be paid at overtime rates in accordance with Article 13.

13.10 Rest Periods

- (a) All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift that is entitled to a meal break at a time convenient to the work load. Those employees working a shift not entitled to a meal break shall receive one fifteen (15) minute rest period.
- (b) Where it is impossible to provide rest period coverage, a premium of one-quarter (1/4) hour pay shall be added for rest periods to which the employee was entitled in accordance with (a) above.
- (c) Rest periods shall be taken at a time convenient to the work load.
- (d) Shifts of two (2) hours or less shall not be entitled to a rest period.
- (e) Employees working in excess of five (5) hours shall receive an unpaid meal break.
- (f) Employees are entitled to a one-half (1/2) hour unpaid meal break. Employees wishing to extend their meal break from one-half (1/2) hour to one (1) hour require prior approval from their immediate supervisor.

13.11 Shift Preference

- (a) Seniority shall determine shift preference, subject only to ability to perform the job required.
- (b) Seniority shall determine preference between two or more schedules subject only to ability to perform the job required.
- (c) Should any dispute arise in the interpretation of this section, the matter shall be referred to the Labour/Management Committee in accordance with Article 8.02.

13.12 Shift Premium

Employees who work between the hours of 5:00 p.m. and 7:00 a.m. shall be paid a shift premium of seventy-five cents (\$.75) per hour.

13.13 Notice of Change in Shifts

Not less than twenty-four (24) hours' notice shall be given before change of shift. Failure to provide at least fifteen (15) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

ARTICLE 14 - GENERAL HOLIDAYS

14.01 General Holidays

Notwithstanding 20.02, all employees shall receive pay for the following General Holidays from date of employment:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day proclaimed as a General Holiday by the federal and/or provincial government. Payment for such holidays shall be paid on a pro-rated basis according to the employees' daily hours worked.

14.02 Compensation for Holidays Falling on Saturday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

14.03 Compensation for Holidays Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

14.04 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with prevailing overtime rates.

14.05 Holidays on Day Off

When any of the above-noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay immediately following their two (2) consecutive days of rest.

Notwithstanding the provisions contained above, the General Holiday(s) shall be observed in three (3) consecutive days or four (4) consecutive days where applicable. Such observance shall commence on a normal Saturday.

14.06 Christmas Eve and New Year's Eve

The Library and all its operations shall close at 2:00 p.m. on Christmas Eve and New Year's Eve with no loss of salary to employees.

ARTICLE 15 - ANNUAL VACATIONS

Notwithstanding 20.02, all regular employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

15.01 Calendar Year

For the purpose of this Article, calendar year shall be the period January 1st to December 31st, inclusive.

15.02 1st Year of Service

- (a) Regular employees, during the first (1st) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four per cent (4%) of the employee's annual gross earnings, whichever is greater.
- (b) Regular employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service.
- (c) Employees leaving their employment with the Library during their first calendar year of service shall be granted vacation pay on the basis of four percent (4%) of the employee's total earnings.

15.03 2nd Year of Service

Employees, during their second (2nd) **and up to and including the seventh (7th) year of service** shall earn fifteen (15) working days' annual vacation at their regular rate of pay or six percent (6%) of their annual gross earnings, whichever is greater.

15.04 8th Year of Service

Employees, during their eighth (8th) **and up to and including the sixteenth (16th) year of service** shall earn twenty (20) working days' annual vacation at their regular rate of pay or eight percent (8%) of their annual gross earnings, whichever is greater.

15.05 17th Year of Service

Employees, during their seventeenth (17th) **and up to and including the twenty-first (21st) year of service** shall earn twenty-five (25) working days' annual vacation at their regular rate of pay or ten percent (10%) of their annual gross earnings, whichever is greater.

15.06 22nd Year of Service

Employees, during their twenty-second (22nd) **and all subsequent years of service** shall earn thirty (30) working days' annual vacation at their regular rate of pay or twelve per cent (12%) of their annual gross earnings, whichever is greater.

15.07 Supplementary Vacation (bolded portion of Article effective on January 1, 2007)

- (a) Regular employees during their twenty-fifth (25th), **thirtieth (30th), thirty-fifth (35th) and fortieth (40th)** year of service shall receive five (5) working days additional supplementary vacation in recognition of long service.
- (b) **Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies and shall be taken prior to the year when the next supplementary vacation is earned.**
- (c) **Entitlement to supplementary vacation in working days shall be calculated on a pro-rata basis based on an employee's regular weekly permanent hours on January 1st in the year that the supplementary vacation is earned.**

15.08 Annual Vacation – Librarians (bolded portion of Article effective on January 1, 2007)

Notwithstanding the above, Librarians shall receive an annual vacation with pay on the following basis:

- (a) During the first part calendar year of service, 1.83 days for each month or portion of a month greater than one half, worked by December 31st.
- (b) During the 2nd and up to and including the 9th year of service, 22 working days.
- (c) During the 10th and up to and including the 14th year, 25 working days.
- (d) During the 15th and all subsequent years of service, 30 working days.
- (e) A regular part-time Librarian who works additional call-in hours, shall receive vacation pay at a rate commensurate with their length of service on all additional hours worked over and above their regularly scheduled hours but no additional vacation entitlement.
- (f) (1) Regular Librarians during their twenty-fifth (25th), **thirtieth (30th), thirty-fifth (35th) and fortieth (40th)** year of service shall receive five (5) working days additional supplementary vacation in recognition of long service.

(2) **Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies and shall be taken prior to the year when the next supplementary vacation is earned.**

- (3) Entitlement to supplementary vacation in working days shall be calculated on a pro-rata basis based on an employee's regular weekly permanent hours on January 1st in the year that the supplementary vacation is earned.**

15.09 Submission of Vacation Requests

- (a) On or before February 28 of each calendar year, regular employees shall submit their requests for annual vacations, and on or before March 21 of each calendar year, the Employer shall approve the scheduling of annual vacations.
- (b) In the case of conflict between employees regarding the choice of vacation weeks, the most senior person shall have preference.
- (c) Employees failing to submit their vacation requests by February 28 shall forfeit their seniority rights with respect to choice of vacation time.
- (d) Where a regular employee has made arrangements for annual vacation which has been approved by the Employer, and subsequently the employee is required by the Employer due to emergency conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation.

15.10 General Holidays during Vacation

When a General Holiday falls or is observed during an employee's annual vacation period, they shall be granted an additional day's vacation for each General Holiday in addition to their regular vacation time.

15.11 Unbroken Vacation Period

- (a) An employee shall be entitled to receive their vacation in an unbroken period unless mutually agreed upon between the employee and the Employer.
- (b) Notwithstanding the provision contained above, employees requesting vacation leave during the months of July and August may be on vacation for no longer than four (4) weeks.
- (c) Employees may request one-half (1/2) day vacation. Requests are to be submitted to the employee's immediate supervisor, and approval will be in accordance with the operational requirements of the work unit, provided that the cost to the Employer shall not exceed the cost of coverage for actual hours required to be covered.

15.12 Vacation Carry Over

With the approval of the Employer, employees entitled to four (4) weeks vacation or more may opt to carry over one (1) week of their vacation time. Application for such carry-over shall be submitted by December 1st.

15.13 Illness during Vacation Leave

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

15.14 Terminations or Severance

In cases of termination or severance, if vacation taken and paid for exceeds the annual vacation earned, a pro-rated adjustment will be made to the employee's final pay cheque in order to reimburse the Employer.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Accrual

Notwithstanding 20.02, all regular employees, upon completion of the probationary period, shall be granted **ten and one-half (10 - 1/2) hours'** sick leave with pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for future benefits to a total of **one thousand one hundred and twenty (1,120) sick leave hours.**

16.02 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, posing a health risk or hazard, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

In the event of health risk or hazard the Employer may request a medical certificate.

16.03 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit.

16.04 Extension of Sick Leave

- (a) An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed to anticipate extension of their sick leave to a maximum of one hundred twenty-six (126) working hours. This sick leave extension shall be repaid by the employee upon their return to duty through the normal monthly accumulation.**

- (b) An employee with more than one (1) year of service shall be granted unpaid sick leave up to a maximum of six (6) months and will continue to accumulate seniority during this period. In the case where such leave exceeds twenty (20) working days, after that period, the employee shall not earn vacation and sick leave credits and the employee shall pay the full cost of all benefits.**

16.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. **Absences on account of illness shall be deducted in units of one quarter (1/4) hour.**

16.06 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness, or non-compensable accident. The certificate will indicate an anticipated return to work date. **The Employer shall pay any costs for the certificate.**

16.07 Return to Work

If employees are absent due to illness for more than two (2) months, the Employer may require them to produce a certificate from a qualified medical practitioner confirming their fitness to resume their normal duties. If there are any restrictions regarding employees' return to their normal duties, they shall be included in the certificate. **The Employer shall pay any costs for the certificate.**

16.08 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Each regular employee shall be advised of the amount of sick leave accrued to their credit at the close of the calendar year. This information must be provided to each regular employee by March of the following year, and shall include the current accumulation.

16.09 Notification

Employees shall endeavour to notify their respective supervisor at least two (2) hours prior to commencement of their scheduled shift that sick leave is being used. If two (2) hours notice is not possible, employees shall give as much advance notice as is possible.

16.10 Family Sick Leave

In the case of illness of an immediate member of the family (spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family) of an employee where no one is at home other than the employee, who can provide for the needs of the ill person, the employee shall be entitled, after notifying the supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. However, the Employer may require proof of illness in case of illness of an immediate member of the family of an employee.

16.11 Subrogation: Recovery of Payment from Third Party

Where an employee has received sick leave with pay from the Employer while absent from work by virtue of being sick or disabled, exposed to a contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act, and that employee subsequently recovers payment(s) from a third party, as full or partial compensation for lost wages, the employee will repay to the Employer the amount of the payment(s), the Employer will reinstate accordingly the sick leave entitlement used by the employee. The employee will provide the necessary information to the Employer concerning such payment(s).

16.12 Medical/Dental Appointments

Employees shall endeavour to schedule appointments outside regularly scheduled working hours to minimize the impact on operational requirements. Where it is not possible to schedule appointments outside regularly scheduled working hours, employees will be entitled to reasonable time off for medical and dental appointments. Time spent at appointments shall be designated as sick leave and shall be deducted as outlined in Article 16.05. Except in the case of emergency, employees are required to provide at least 48 hours notice of medical and dental appointments.

ARTICLE 17 - RETIREMENT PAY

17.01 Retirement Allowance

Notwithstanding 20.02, employees retiring from the service of the Employer shall be paid at the rate of two (2) days' pay for each year of service with the Employer to a maximum of **forty-eight (48) working days**.

17.02 Vacation Pay on Retirement

Employees with ten (10) or more years of service shall on retirement be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

17.03 Definitions

For the purpose of Retirement Pay, the following definitions shall apply:

"Retirement" - shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the **Municipal Pension Plan**; and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the **Public Sector Pension Plans Act**.

"Day's Pay" - shall be defined as pay for one (1) day at the current rate of pay for the classification in which the employee was then regularly employed.

17.04 Death in Service

In the event of death all such accrued retirement pay shall be paid to the employee's estate.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance provided they have obtained the prior approval of the Employer. Such approval shall not be unduly withheld.

18.02 Leave for Union Duties

- (a) It is agreed that official representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than two (2) employees per area and Administrative Centre to a maximum of six (6) employees shall be away at any one time and provided that prior approval of the Employer has been obtained. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.
- (a) It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one year and may be renewed each year on request during the term of office.

18.03 Compassionate Leave

Notwithstanding 20.02, an employee shall be granted up to a total of one (1) week's leave without loss of salary or wages in the case of death or serious illness of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, and grandparents, or a person with whom an employee has experienced a very close relationship. Such leave may include, as well, reasonable traveling time at the Employer's discretion, the latter not to exceed seven days without pay.

18.04 Mourner's Leave

Notwithstanding 20.02, one (1) day leave shall be granted without loss of salary or wages to attend a funeral as pall-bearer or mourner.

18.05 General Leave

- (a) The Employer may grant leave of absence without pay and without loss of seniority (for up to twenty (20) working days) to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.
- (b) In the case where a leave of absence exceeds twenty (20) working days, after that period, the employee shall not earn vacation and sick leave credits and the employee shall **have the option of continuing some or all benefits, with the exception of LTD, up to a period of twelve (12) months provided the employee pays the full cost, subject to the approval of the benefit carrier prior the employee going on the general leave.**

- (c) **If on the employee's return to work from general leave the benefit carrier refuses to place the employee on any portion of the benefits plan, the Union shall agree to waive the employee's right under the collective agreement to those benefits.**

18.06 Jury or Court Witness Leave

- (a) Notwithstanding 20.02, the Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court or who is required by subpoena to attend as a witness at a court of law or as a witness at a coroner's inquest. When serving as a witness under the terms of this clause, the benefit under this clause shall be provided only for the time required to be absent from work to serve as a witness.
- (b) The Employer shall pay such employee their normal earnings. The payment they receive for jury service or as a court or inquest witness, excluding payment for travelling, meals, or other expenses, shall be handed over to the Employer together with proof of service and the amount of pay received.

18.07 Leave to Write Examination

Notwithstanding 20.02, regular employees shall be entitled to leaves of absence with pay and without loss of seniority and benefits to write examinations to upgrade qualifications.

18.08 Leave for Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence subject to the conditions of the General Leave Clause (18.05) so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence but shall not earn vacation and sick leave credits and may pay the full cost of other benefits, during the term of office. Seniority shall be retained but shall not accumulate during any such absence.

18.09 National or Provincial Library Organizations

- (a) All employees may, at the discretion of the Employer, receive time off without loss of pay on appointment to office in the Provincial or National Library Organizations.

- (b) Subject to financial ability, the Board will endeavour to send employees to the conferences of the provincial and national library organizations. If employees have specialist qualifications, they may attend conferences in their subject qualifications in lieu of a library conference. Employees invited to participate in a conference or Convention shall receive first consideration and receive such financial support as is possible.

18.10 Retirement Planning

Employees shall receive time off without loss of pay to attend any retirement seminar pertaining to the Municipal Pension Plan sponsored by the **Municipal Pension Plan** or the Canadian Union of Public Employees. Time off without loss of pay is limited to attendance at one of each of the seminars.

ARTICLE 19 - MATERNITY/PARENTAL LEAVE

19.01 Maternity Leave

- (a) The Employer will issue a Record of Employment on the written request of an employee who is pregnant providing that at least one (1) month's notice is given prior to the effective date of the maternity leave. Moreover the Employer will offer the same position, if it remains established, or alternative employment, without loss of seniority, and at the same rate of pay, to the said employee, providing that at least one (1) month's prior notice, in writing, is given by the employee of the employee's intention to return to work. The period of maternity leave will normally be up to seventeen (17) weeks. Benefit provisions contained in this Agreement shall be maintained during the period of the maternity leave by the Employer. The employee during that period of separation shall pay in advance or monthly the employee cost portions applicable from the first of the month following the date of the maternity leave.
- (b) Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to six (6) additional weeks shall be allowed. When an extension is granted the employee shall have the right to continue to pay her share of the benefit provisions with the Employer paying the Employer's share.
- (c) The employee is required to provide the Employer with at least one (1) month's notice of the employee's intention to not return to employment. If an employee does not provide this notice and does not return to work, the employee's separation from employment will be deemed to be permanent with the concomitant loss of all seniority and privileges effective the last day on which the employee should have given notice.

19.02 Parental Leave

- (a) An employee, on his or her written request for parental leave, is entitled to leave of absence from work, without pay, for the period specified in subsection (3).
- (b) A request under subsection (1) must:
 - (1) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - (2) be accompanied by
 - (i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of the birth if a certificate has not been provided under Article 19.01, or
 - (ii) a letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) Employees who request parental leave are entitled to:
 - (1) for a birth mother who takes leave under Article 19.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 19.01 unless the employer and employee agree otherwise. A request for parental leave by a birth mother must be made in writing at least 4 weeks before the proposed start date;
 - (2) for a birth mother, who does not take leave under Article 19.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
 - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
 - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

- (d) If the newborn child or adopted child will be or is at least six (6) months of age at the time that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (3).
- (e) Benefit provisions contained in this agreement shall be maintained during the period of the parental leave by the Employer. The employee, during the period of separation, shall pay in advance or monthly the employee cost portion applicable from the first of the month following the date of parental leave.

19.03 Sick Leave

Sick leave shall accrue during maternity and parental leave.

19.04 Supplementary Employment Insurance Benefits (SEIB)

- (a) **Regular employees with one (1) year of continuous service that become birth mothers, who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.**
- (b) **Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.**
- (c) **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.**
- (d) **The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross average weekly earnings (not including taxable benefits) earned in the twenty-eight (28) weeks prior to the employee's last date of work, and is paid as follows:**
 - (1) **for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and**
 - (2) **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.

- (e) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.**
- (f) 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.**
- (g) To be eligible for the SEIB plan, the employee shall sign an agreement with the Employer stipulating that:**
 - (1) she shall return to work and she shall remain in the Employer's service for at least the same period that she received SEIB payments;**
 - (2) she shall return to work on the expiry date of her maternity leave, or any approved other leave;**
 - (3) she acknowledges that the Employer shall be entitled to recover monies paid pursuant to the SEIB Plan on a pro-rated basis in the event that she does not return to the Employer's service.**

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages bi-weekly on a Friday, through direct deposit, in accordance with schedules attached to and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.

Employees may elect to have their pay deposited into more than one account.

20.02 Part-Time Employees

Regular part-time employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

20.03 Daily Guarantee

- (a) Employees reporting for work on the call of the Employer, except school students reporting for work on a school day, shall receive their regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:
 - (1) Two (2) hours' pay at their regular rate, except where their condition is such that they are not competent to perform their duties, or they have failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; and
 - (2) If they commence work, four (4) hours' pay at their regular rate, except when work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.
- (b) School students reporting for work on school days on the call of the Employer shall receive their regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at their regular rate.

20.04 Special Training Allowance

Employees directed by the Employer to conduct training and who do not have a training component in their job, shall be paid ten percent (10%) above their pay grade rate.

20.05 Pay During Temporary Transfers In-Scope

- (a) A temporary transfer will be granted when an employee is placed in a higher rated position. When a temporary transfer is granted, all hours worked in the higher rated position shall be paid at the base rate of the higher rated position or at ten percent (10%) above the transferred employee's rate, whichever is greater.
- (b) After one hundred thirty (130) cumulative days have been worked, all hours worked in the higher rated position shall be paid at the end rate of the higher rated position or at ten percent (10%) above the transferred employee's rate, whichever is greater.

20.06 Pay During Temporary Transfers Out-of-Scope

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

20.07 Premium for Supervision

A supervisory premium shall be paid to an employee whose job description does not require them to exercise supervisory responsibilities, but is delegated to take on the shift supervisory responsibilities for a department for a minimum of three (3) hours, or a library for a minimum of one half (1/2) hour. While so employed, the employee shall receive a premium of \$1.50 per hour.

20.08 Automobile Allowance

- (a) Employees who use their own vehicles on a casual or intermittent basis, when authorized to do so by their supervisor, shall receive the automobile allowance rate as set by the Canada Revenue Agency.**
- (b) There shall be no obligation on the part of employees to use their own vehicles on the Employer's business on an intermittent basis.
- (c) Employees who are required to use their own vehicles on a regular basis as a condition of employment shall receive the automobile allowance rate as set by the Canada Revenue Agency, and in addition, shall be reimbursed for the difference in car insurance premiums between the rate for "Pleasure Plus Travel to and from Work," and the rate for "Business Use" for their own vehicle based on a minimum of two million (\$2,000,000.00) dollars and up to five million (\$5,000,000.00) dollars public liability; two hundred (\$200.00) dollars deductible for collision and one-hundred (\$100.00) dollars deductible for comprehensive and member as sole driver. Calculations shall be made on the assumption that the highest safe driving discount has been received.
- (d) Where the Employer requires employees to use their own vehicles for Employer business and employees regularly drive three hundred (300) kilometers a month or more, the Employer shall pay for basic BCAA fees. "Regularly" shall mean three hundred (300) kilometers in any six (6) of the previous twelve (12) months.**

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Remuneration Referred to Collective Bargaining

All matters pertaining to the application of remuneration determined by the job evaluation rating scale for an individual job, in relation to other jobs covered by the Collective Agreement, shall be referred to the collective bargaining procedure for implementation.

21.02 Job Descriptions

- (a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.
- (b) Classifications and job descriptions so established shall not be eliminated without prior notification to the Union.

21.03 Changes in Classifications

When any position not covered by the Wage Schedule attached hereto is established during the term of this Agreement the said position shall be referred to the Joint Evaluation Committee for rating.

21.04 Settlement

Any unresolved matters arising concerning the job descriptions will be referred for settlement to the Joint Job Evaluation Committee.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Municipal Pension Plan (Public Sector Pension Plans Act)

- (a) All regular employees appointed to permanent positions and who have completed their probationary period shall participate under the Municipal Pension Plan.
- (b) Subject to approval of the Municipal Pension Plan, regular employees who have completed their probationary period may elect to contribute to the pension plan for their probationary period. In such cases, the Employer shall make its contribution to the plan and shall deduct the employees' contributions over a twelve (12) month period, or such shorter period that the employees request.

- (c) **Casual employees and Pages may be eligible to participate in the Municipal Pension Plan, subject to the Municipal Pension Plan Rules.**
- (d) It is agreed existing Employees not currently participating in the **Municipal Pension Plan** shall not be forced to.

22.02 Insurance Benefits (see LoU, Re: Article 13.01 (a) Hours of Work)

Notwithstanding 20.02, the Employer agrees to provide, and each employee shall be required to participate in insurance plans which provide for the following benefits as a condition of employment from date of hire to a regular position, unless otherwise covered. The premium cost of providing these benefits shall be eighty percent (80%) paid by the Employer and twenty percent (20%) paid by the employee.

- (a) Medical Services Plan of B.C. for each employee and dependent.
- (b) Extended Health Care Plan through Pacific Blue Cross, which includes the following Optional Extended Health Care Benefits:
 - (1) Vision Care - **three hundred (\$300) dollars** coverage every **twenty-four (24) month** period for each employee and dependent.
 - (2) Registered Psychology Option - eighty percent (80%) coverage, five hundred (\$500) dollars payable per year for each employee and dependent.
 - (3) Hearing Aid Coverage - up to four hundred (\$400) dollars every five (5) years for each employee and dependent.
 - (4) Registered Chiropractor - up to a limit of three hundred (\$300) dollars per calendar year for each employee and dependent.
 - (5) Registered Podiatrist - up to a limit of three hundred (\$300) dollars per calendar year for each employee and dependent.
 - (6) Registered Naturopathic Physician - up to a limit of three hundred (\$300) dollars per calendar year for each employee and dependent.
 - (7) Registered Speech Therapist - up to a limit of three hundred (\$300) dollars per calendar year for each employee and dependent.
 - (8) Approved Acupuncturist - up to a limit of three hundred (\$300) dollars per calendar year for each employee and dependent.

- (9) Lifetime maximum – five hundred thousand (\$500,000) dollars for each employee and dependent.
- (10) Bluenet card.
- (c) Group Life Insurance in the amount of three times (3X) annual salary, rounded to the next highest one thousand dollars (\$1,000) with a minimum benefit of twenty thousand dollars (\$20,000) and a maximum benefit of two hundred thousand dollars (\$200,000).
- (d) Terminal Illness Advance Payment

If employees are terminally ill and are expected to live less than one year, they shall be eligible for an advance payment of up to 50% of the Group Life benefit, subject to the provisions of the Group Life Insurance Plan. The remaining benefit, less interest, will be paid to the beneficiary or estate when the employee dies.
- (e) Subject to the provisions of the Group Life Insurance Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.
- (f) Accidental Death and Dismemberment Insurance, consistent with the Group Life coverage specified in paragraph (c).
- (g) Group Dental Plan through Pacific Blue Cross:
 - (1) Basic (Plan A) - eighty percent (80%) of the approved schedule of fees to an annual limit of one thousand dollars (\$1,000) for each employee and dependent.
 - (2) Restorative (Plan B) - fifty percent (50%) of the approved schedule of fees to an annual limit of one thousand dollars (\$1,000) for each employee and dependent.
 - (3) Orthodontic (Plan C) - fifty percent (50%) of the approved schedule of fees to a maximum of five thousand dollars (\$5,000) lifetime limit for each employee and dependent.

- (h) (1) The insurance plans provided by the Employer in Article 22.02 shall be consistent with the Collective Agreement, but the Parties acknowledge that the plans may contain terms and conditions that are not set out in this Agreement that shall apply to employees. The Employer shall not agree to any changes to Employee Benefits (except administrative changes and changes that do not diminish benefits in any way nor increase the cost of benefit plans), or carrier, except with the agreement of the Union.
- (2) The Employer shall advise the Union of any changes in terms and conditions imposed by the carrier. Copies of the carrier's policies shall be provided to the Union. Every time there is a change made to the policy, a copy of the carrier's policy, or the changed provisions, shall be provided to the Union.
- (i) The Information Appendix – Insurance Benefits, attached to this Collective Agreement, explains the Insurance Benefits contained in Article 22 in more detail.
- (j) Employees not currently enrolled in any or all of the Insurance Benefit Plans may elect to participate within three (3) months of the date of ratification of a Memorandum of Agreement.

22.03 Elect to Contract on Group Basis

The Employer may elect to enter into a contract for these services on a group basis provided that accounting will be carried out on an individual unit basis.

22.04 Long Term Disability (LTD)

- (a) The Employer agrees to administer through a mutually agreed carrier an employee-funded Long Term Disability Insurance Plan. Subject to the terms of the Plan, new employees shall be required to participate in the Long Term Disability Plan after having been continuously employed for a period of six (6) months on a regular basis.
- (b) Employees on long term disability shall have the right to continue to participate in the insurance benefits as per Article 22.02 for the first six (6) months of long term disability. Thereafter the employee shall pay one hundred percent (100%) of the premiums for the benefits as per Article 22.02.
- (c) Employees who qualify for long term disability benefits shall not be eligible to claim sick leave benefits beyond the date of acceptance on to long term disability.

- (d) There shall be a Long Term Disability Committee consisting of up to three (3) representatives of the Union and one (1) representative of the Employer. The role of the Committee shall be to negotiate amendments to the Plan with the carrier, as required, and to assist employees in processing appeals. The Employer shall not seek any amendments to the Plan without the approval of the Committee.
- (e) The Employer recognizes that members of the Union Long Term Disability Committee shall be treated as representatives of the policyholder for the purpose of communicating with the insurer regarding disability issues.

22.05 Continuation of Benefits During Work Stoppage

In the event of a work stoppage the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

22.06 Employee Benefit Statement

Annually, the Employer shall provide each employee with a detailed Employee Benefit statement which shall outline, in clear, simple and concise terms, the taxable benefits received and their cost, such as group life insurance, extended health and dental insurance, received by an employee.

22.07 Registered Retirement Savings Plans

The Employer shall maintain a method of payroll deductions for RRSP's.

22.08 Registered Educational Savings Plan

The Employer will establish and maintain a method of payroll deductions for RESP's.

22.09 Employment Insurance Rebate

The employees' share of the Employment Insurance rebate shall be remitted to the Union.

22.10 Employee and Family Assistance Plan

Within three (3) months of the ratification of the Memorandum of Agreement, the Employer will establish a confidential employee and family assistance plan (EFAP) for regular employees. The plan and the provider, and any changes to the plan or provider, must be agreed to by the Union. The premium cost of providing these benefits shall be one hundred percent (100%) paid by the Employer.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Cooperation on Safety

The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

23.02 Union-Employer Committee

A Joint Health and Safety Committee shall be comprised of up to six (6) representatives appointed by the Employer, and up to six (6) representatives appointed by the Union. The operation of the Committee shall be as required by the *Workers' Compensation (Occupational Health and Safety) Amendment Act, 1998*.

23.03 Meetings of Committee

The Health and Safety Committee shall hold quarterly meetings or as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board of British Columbia.

23.04 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

23.05 Refusal to Work if Work Conditions Unsafe

An employee may refuse to work on a job or at a workplace which they consider unsafe. If an employee is concerned about the safety of a job or a workplace they will immediately report the condition to their supervisor who will attempt to resolve the situation. If the matter remains unresolved it shall be referred to the Health and Safety Committee. If it is the unanimous opinion of the Committee members that the work situation is safe, the employee shall be subject to discipline if they refused to return to their normal duties after having been so advised. An employee may be assigned alternate duties while the investigation is in progress.

23.06 Information on Products Used in Work Environment

Upon request the Employer shall provide to the Health and Safety Committee the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

23.07 Accident Reports and Records

Upon request of either party to the Health and Safety Committee the Employer shall provide the members of the Committee with all accident reports and other Health and Safety records, including records, reports, and data provided to and by the Workers' Compensation Board and other government departments and agencies.

23.08 Use of Computer Terminals

- (a) No more than six (6) hours maximum shall be worked on computer terminals in any one (1) day. Where possible the Employer will endeavour to maintain a four (4) hour schedule always subject to the requirements of the service.
- (b) There shall be a break of five (5) minutes every sixty (60) minutes of computer terminal operation.
- (c) There shall be no pyramiding of computer terminal breaks with rest periods or meal breaks.

23.09 Violence in the Workplace and Working Alone

The Health and Safety Committee shall maintain a sub-committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The sub-committee shall develop and implement strategies to deal with the problem of violence in the workplace and working alone.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 Committee

- (a) A Technological Change Committee shall be established and be comprised of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.
- (b) Meetings of the Committee shall take place at the request of either party with the view of making joint recommendations regarding the introduction of technological change and its anticipated impact so that problems and negative consequences can be avoided.

- (c) Disputes between the Employer and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

24.02 Displacement

No regular employee shall be dismissed or have regular hours reduced by the Employer because of mechanization or technological changes. An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

24.03 Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

24.04 Significant Technological Change

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

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

either Party may refer the matter to an Arbitration Board constituted pursuant to Article 9 of this Agreement.

24.05 Arbitration Board Decision on Technological Change

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has introduced or intends to introduce a technological change, the Arbitration Board may make one or more of the following orders:

- (a) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

- (b) That the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- (c) That the Employer reinstate any employee displaced by reason of the technological change;
- (d) That the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
- (e) That the matter be referred to the Labour Relations Board;

and an order made under this clause is binding on all persons bound by this Collective Agreement.

24.06 Electronic Monitoring

The Parties recognize that volume measurement may be necessary to obtain an objective evaluation of the level of production of a department or branch. However, there shall be no electronic monitoring of an individual's work output for the purpose of evaluating performance.

ARTICLE 25 - JOB SECURITY

25.01 Contracting Out

No bargaining unit employee shall be laid off as a result of the Employer contracting out any of its present work or services.

25.02 Bargaining Unit Work

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in emergencies or in cases mutually agreed upon in writing by the Parties.

25.03 Library Services

Should the Employer enter into any agreement with another party to provide library services, the Employer shall ensure that the agreement with the other party includes a provision that all employees in the library or associated facility shall be members of the Union and that they shall be covered by this Collective Agreement. This provision shall apply to any public-private partnership or any other agreement.

ARTICLE 26 - STAFF DEVELOPMENT

26.01 Staff Development & Orientation

The Union and the Employer jointly agree that staff development and orientation ensures that the employee gains the necessary skills to perform the best possible job and is instrumental in providing for a more fulfilling work situation. All employees within the bargaining unit will be eligible for staff development privileges.

26.02 Employer Directed Training

- (a) Employees attending an in-service function provided by the Employer on their day of rest shall be compensated with equal time off at a time mutually agreed upon with the Supervisor and be paid straight time for the time expended.
- (b) Employees attending an in-service function provided by the Employer on any day other than their day of rest shall be paid straight time for the time expended.
- (c) The Employer may deny an employee attendance at an in-service function.
- (d) The Employer shall pay the cost of employees attending on its behalf training programmes, conferences, seminars and workshops. Employees who attend, on behalf of the Employer, training programmes, conferences, seminars and workshops outside of their normal working hours shall be paid their classification rate for time so spent.

26.03 Training Reimbursement

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Employees shall be paid fifty percent (50%) of the course fee upon enrolment and the balance on successful completion.

26.04 Education Leave

It is recognized that employees may wish to enhance or advance their level of education in their profession. In such circumstances regular employees may request an educational leave of absence. The educational leave of absence will be treated as a general leave of absence for the purpose of accruals and benefits except that seniority shall continue to accrue for the duration of the unpaid education leave. Such request for leave of absence shall not be unreasonably withheld.

26.05 Professional Development Leave

Employees may receive, at the discretion of the Employer, time off without loss of pay to attend seminars, workshops or courses related to their profession or to their advancement through their profession. Approval for such leave shall not be unreasonably withheld.

26.06 Sabbatical Leave

Following the completion of five (5) years of consecutive service an employee's request for a sabbatical leave without pay shall be granted for a maximum period of twelve (12) months. Sabbatical leaves without pay shall be granted in accordance with the following terms:

- (a) The Employer reserves the right to limit the number of employees on sabbatical leave at any one time.
- (b) An employee cannot apply for another period of sabbatical leave until five (5) consecutive years of service have been completed following return from the previous leave.
- (c) In the event there is more than one application covering the same time period, employees who have not previously had a sabbatical leave will take precedence over those who have. In all other cases, seniority shall be the determining factor.
- (d) Notwithstanding the provisions of Article 11.01, the Employer shall only be required to issue one job posting to replace an employee on Sabbatical Leave.
- (e) Seniority and benefits shall accrue as provided for in Article 18.05.

ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS

27.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and

possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

27.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either Party, upon notice to the other, may reopen this present Agreement for negotiation.

ARTICLE 28 - CROSSING OF LEGAL PICKET LINES

28.01 Crossing of Legal Picket Lines

No employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Federal Government. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

ARTICLE 29 - JOB SHARING - LIBRARIANS

29.01 Limitations

The Employer shall permit Librarians to enter into job sharing arrangements provided that the Employer retains the discretion to establish, and alter, a limit on the number of Librarians involved in job sharing both system-wide and within a particular branch, should the Employer make a bona fide decision that job sharing arrangements have reached the point where they are creating significant administrative difficulties or are affecting the proper delivery of services by the Employer. All job share arrangements will be reviewed at the six (6) and twelve (12) month points in order to ensure they are meeting the above criteria.

29.02 Application

Librarians who wish to participate in job sharing arrangements must apply in writing to the Employer.

29.03 No Extra Costs

There shall be no extra cost to the Employer as a result of implementing or maintaining any job sharing arrangement.

29.04 Vacation Entitlement and Pay

The vacation entitlement of the Librarians in a job sharing arrangement will be in accordance with Article 15 of the Agreement with respect to the length of annual vacation, but pay for the annual vacation will be pro-rated according to the regularly scheduled hours worked by the employee in the vacation year. If an employee who is job sharing works hours in addition to the employee's regularly scheduled hours, the employee will not receive any additional vacation entitlement but will receive payment commensurate with years of service for those additional hours as vacation pay.

29.05 Cost Incurred Limited to One Position

The two Librarians involved in each job sharing arrangement shall share the wages, benefits and conditions provided by the Collective Agreement to a combined maximum cost to the Employer which is not more than if one employee occupied that position. Where it is not possible to split a benefit or condition between the two Librarians, one or both shall be required to pay the additional costs incurred by the Employer in making that benefit or condition available to both.

29.06 Seniority

Seniority shall be governed by Article 10.

29.07 Sick Leave

A job-sharing employee shall accrue **five and a quarter (5.25) hours** sick leave for every month worked.

29.08 Coverage in Absence

When one incumbent of a job sharing arrangement is absent (e.g., sick leave, vacation, etc.) the other employee of that arrangement shall make every reasonable effort to cover for such absence by working full-time rather than employing a temporary replacement, when full-time coverage is required by the Employer.

29.09 Overtime

Overtime provisions of this agreement shall not apply until a job-sharing member has worked up to and including the normal workdays in a week for a full time employee (35 hours per week).

29.10 Increments

A job-sharing employee shall be eligible for an increment on the employee's yearly anniversary of date of employment.

29.11 Terminations of Job Sharing by Employer

Any job sharing arrangement that is implemented by the Employer may be terminated by the Employer, if in the judgement of the Employer, the job sharing arrangement is creating administrative difficulties or is affecting the proper delivery of services by the Employer. The Employer will provide 90 days notice in writing of termination of the job sharing arrangement to the affected Librarians.

29.12 Terminations of Job Sharing by Employees

If the employment of one or both Librarians in a job sharing arrangement terminates, the job sharing arrangement may, at the discretion of the Employer, be terminated.

29.13 Employee Rights on Termination

In the event that a job sharing arrangement is terminated, the senior employee of the two Librarians participating in the job sharing arrangement will be entitled to the resulting full time position, and the other job sharing employee will be entitled to exercise their rights contained in the Collective Agreement.

ARTICLE 30 - GENERAL

30.01 Plural or Feminine Terms May Apply

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

30.02 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

30.03 Copies of Agreement

On commencing employment, all employees will be provided with a copy of the Collective Agreement.

30.04 Interviewing Opportunity

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

30.05 Reimbursement of Drivers of Library Delivery Vehicles

Employees who regularly drive Library Delivery vehicles shall be reimbursed upon presentation of receipts to a maximum of one hundred dollars (\$100) per calendar year to assist with the costs of steel-toed shoes/boots.

ARTICLE 31 - SCHEDULES

31.01 Schedules

- (a) The Schedules of wages, classifications, special provisions and hourly rate for all employees of the Employer covered by this Agreement shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- (b) Job evaluations and maintenance shall be in accordance with Schedule "B", "C", and "D" attached hereto and forming part of this Agreement.
- (c) Deferred Salary Leave shall be in accordance with Schedule "E".

ARTICLE 32 - TERM OF AGREEMENT

The term of the Collective Agreement shall be for **three (3)** years from January 1, **2006** to December 31, **2008**, both dates inclusive. Subsections (2) and (3) of section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to this Agreement. Should either Party at any time within four (4) months immediately preceding the expiry date of this Agreement by written notice require the other Party to commence collective bargaining, or should the Parties be deemed to have given notice under section 46(4) of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither Party shall make any changes or alter the terms of this Agreement until:


- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code of British Columbia; or
- (b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code of British Columbia; or
- (c) The Parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

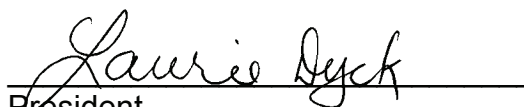
whichever is the earliest.

In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006**.

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.


Chair


President


Chief Executive Officer


Recording Secretary

WAGE INCREASES

- (a) Effective January 1, 2006, all hourly wage rates shall be increased by 3.0%.**
- (b) Effective January 1, 2007, all hourly wage rates, except Pages, shall be increased by \$0.54 (equivalent to 2.5%).**

Effective January 1, 2007, the Page hourly wage rate shall be increased by 2.5%.

- (c) Effective January 1, 2008, all hourly wage rates shall be increased by 2.5%.**

SCHEDULE "A" – HOURLY RATES

		1-Jan-2006	1-Jan-2007	1-Jan-2008
PAGE				
	End	\$13.48	\$13.82	\$14.17
PAY GRADE 1				
	End	\$16.15	\$16.69	\$17.11
PAY GRADE 2	Start	\$16.16	\$16.70	\$17.12
	End	\$16.63	\$17.17	\$17.60
PAY GRADE 3	Start	\$16.66	\$17.20	\$17.62
	End	\$17.20	\$17.74	\$18.18
PAY GRADE 4	Start	\$17.21	\$17.75	\$18.20
	End	\$17.70	\$18.24	\$18.69
PAY GRADE 5	Start	\$17.71	\$18.25	\$18.70
	End	\$18.22	\$18.76	\$19.23
PAY GRADE 6	Start	\$18.23	\$18.77	\$19.24
	End	\$18.74	\$19.28	\$19.76

Shipping / Receiving Assistant

PAY GRADE 7	Start	\$18.75	\$19.29	\$19.77
	End	\$19.27	\$19.81	\$20.31

Circulation Assistant
Inter-Library Loan Assistant

		1-Jan-2006	1-Jan-2007	1-Jan-2008
PAY GRADE 8	Start	\$19.29	\$19.83	\$20.33
	End	\$19.77	\$20.31	\$20.81

Graphic Artist
Overdues Assistant
Support Services Assistant

PAY GRADE 9	Start	\$19.78	\$20.32	\$20.82
	End	\$20.29	\$20.83	\$21.35

Delivery Driver
Library Assistant

PAY GRADE 10	Start	\$20.31	\$20.85	\$21.37
	End	\$20.83	\$21.37	\$21.90

Accounts Payable/Purchasing Clerk
Administrative Support Assistant
Outreach Services Assistant

PAY GRADE 11	Start	\$20.84	\$21.38	\$21.91
	End	\$21.33	\$21.87	\$22.42

Adult Services Assistant
Cataloguing Technician 2
Children's Assistant
Information Assistant
Information Assistant – Adult
Library Operations Assistant
Literacy Assistant
Senior Circulation Assistant

		1-Jan-2006	1-Jan-2007	1-Jan-2008
PAY GRADE 12	Start	\$21.35	\$21.89	\$22.44
	End	\$21.87	\$22.41	\$22.97

Acquisitions & Periodicals Supervisor
Inter-Library Loan Technician
Payroll/Accounting Clerk
Print Shop Operator
Systems Technician

PAY GRADE 13	Start	\$21.88	\$22.42	\$22.98
	End	\$22.36	\$22.90	\$23.47

Staff Trainer

PAY GRADE 14	Start	\$22.38	\$22.92	\$23.49
	End	\$22.91	\$23.45	\$24.03

Accountant
Circulation Supervisor
Network Security Analyst
Shipping & Receiving Supervisor

PAY GRADE 15	Start	\$22.92	\$23.46	\$24.04
	End	\$23.40	\$23.94	\$24.54

Branch Supervisor
Outreach Services Supervisor

PAY GRADE 16	Start	\$23.41	\$23.95	\$24.55
	End	\$23.94	\$24.48	\$25.09

NOTE #1: The end rate becomes effective at the end of six (6) calendar months service in the position.

LIBRARIANS

1-Jan-2006	Step 1	Step 2	Step 3	Step 4	Step 5
Librarian 1	\$23.99	\$24.98	\$26.03	\$27.11	\$28.23
Librarian 2	\$27.11	\$28.23	\$29.42	\$30.66	\$31.96
Librarian 3	\$29.42	\$30.66	\$31.96	\$33.30	\$34.73
Librarian 4	\$31.99	\$33.30	\$34.73	\$36.28	\$37.75

1-Jan-2007	Step 1	Step 2	Step 3	Step 4	Step 5
Librarian 1	\$24.53	\$25.52	\$26.57	\$27.65	\$28.77
Librarian 2	\$27.65	\$28.77	\$29.96	\$31.20	\$32.50
Librarian 3	\$29.96	\$31.20	\$32.50	\$33.84	\$35.27
Librarian 4	\$32.53	\$33.84	\$35.27	\$36.82	\$38.29

1-Jan-2008	Step 1	Step 2	Step 3	Step 4	Step 5
Librarian 1	\$25.14	\$26.16	\$27.23	\$28.34	\$29.49
Librarian 2	\$28.34	\$29.49	\$30.71	\$31.98	\$33.31
Librarian 3	\$30.71	\$31.98	\$33.31	\$34.69	\$36.15
Librarian 4	\$33.35	\$34.69	\$36.15	\$37.74	\$39.25

Note: Increments shall be paid effective the first pay period after the anniversary of the date the employee started in the classification.

Librarian 4 – Job Titles:

Librarian 3 – Job Titles:

Librarian 2 – Job Titles:

- Adult Services Librarian
- Children’s Librarian
- Collection’s Coordinator
- Community Librarian
- Diversity Coordinator
- Information Services Supervisor
- Literacy Coordinator
- Youth & Outreach Services Coordinator

Librarian 1 – Job Titles:

- Information Services Librarian
- Public Services Librarian
- Public Services Librarian - Multilingual


LETTER OF UNDERSTANDING – JOB EVALUATION – A

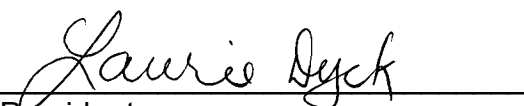
1. The Union and the Employer declare their intent to replace Schedule “B” with a new joint job evaluation system based on a gender neutral job evaluation plan.
2. A Committee shall be composed of up to four representatives of each party to discuss and seek agreement on an updated plan and maintenance procedure. The parties shall review the CUPE Gender Neutral Job Evaluation Plan in their discussions.
3. The Committee shall make recommendations to the Bargaining Committee of each Party and, if the Bargaining Committees agree, the Committees recommendations shall form the new Job Evaluation Plan.
4. If the Bargaining Committees cannot agree, the matter shall be referred to a mutually agreed upon arbitrator to determine what the Job Evaluation Plan shall be.
5. Until such time as a new Job Evaluation plan is agreed to, the provisions of Article 21 of the **2006-2008** Collective Agreement and the provisions of the current plan shall apply to all employees except Librarians.
6. For Librarians, until such time as there is a new Job Evaluation plan agreed to, the provisions of Articles 18.1, 18.2 and 18.3 of the 1996 – 1997 PLA Collective Agreement shall continue to apply.
7. The Employer shall prepare job descriptions for all Librarian positions within 90 days of ratification of a Memorandum of Agreement. Any disputes shall be dealt with according to the provisions of Articles 18.1, 18.2 and 18.3 of the 1996–1997 PLA Collective Agreement.

In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006.**

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.


Chair


President


Chief Executive Officer


Recording Secretary

LETTER OF UNDERSTANDING – JOB EVALUATION – B

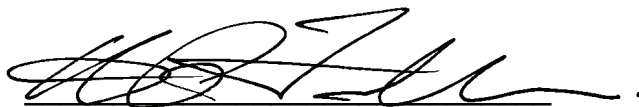
The parties agree to establish a sub-committee of the Union and Management Negotiation Committees to advise the parties on negotiated implementation of new Job Evaluation Plan to replace Schedule “B”, Schedule “C” – Forms and Schedule “D” with revised documents that reflect the changes to the Job Evaluation Plan as agreed to by the Joint Job Evaluation Committee.

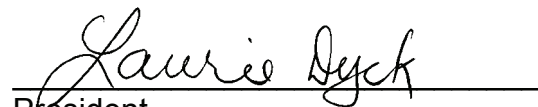
- Delete **LETTER OF UNDERSTANDING, JOB EVALUATION** with the implementation of the new Schedule “B” of the joint job evaluation system.
- Amend the collective agreement with a new Schedule “B”:
 - SCHEDULE “B” – RATING CLASSIFICATION
- Amend the collective agreement to insert the following new forms:
 - SCHEDULE “C” - RECORD OF DISCUSSION FORM
 - SCHEDULE “C” - ADVISE OF DECISION
 - SCHEDULE “C” - REQUEST FOR REVIEW FORM
 - SCHEDULE “C” - ADVICE OF RATING FORM
 - SCHEDULE “D” – DEFINITIONS FOR JOB EVALUATION

In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006**.

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.


Chair


President


Chief Executive Officer


Recording Secretary

SCHEDULE "B" – RATING CLASSIFICATION

Position	Ed.	Ex.	In.	Sup.	P/D	M/F	S/S	Acc.	W/C	Total Points	Pay Grade
Accountant	5	5	4	2	2	5	3	4	1	380	14
Accounts Payable/ Purchasing Clerk	4	3	3	2	3	3	3	3	1	296	10
Acquisitions & Periodicals Supervisor	3	4	4	5	4	3	3	3	1	349	12
Administrative Support Assistant	3	4	3	2	2	4	4	2	2	309	10
Adult Services Assistant	4	3	3	2	2	4	4	4	2	326	11
Branch Supervisor	5	4	4	5	2	3	4	4	2	401	15
CAP Internet Trainer	5	3	4	2	1	3	4	1	2	317	11
Cataloguing Technician 2	5	4	3	2	2	4	2	3	1	316	11
Children's Assistant	4	3	3	2	2	4	4	4	2	326	11
Circulation Assistant	2	1	2	2	3	3	4	3	2	231	7
Circulation Supervisor	5	4	3	5	2	3	4	4	2	386	14
Delivery Driver	2	3	3	1	5	4	3	3	3	279	9
Graphic Artist	5	2	4	1	2	4	2	1	1	263	8
Information Assistant	5	2	3	2	2	4	4	4	2	323	11
Information Assistant – Adult	5	2	3	2	2	4	4	4	2	323	11
Inter-Library Loan Assistant	3	2	2	1	3	3	3	3	1	236	7
Inter-Library Loan Technician	4	4	3	4	3	4	3	4	1	350	12
Library Assistant	3	2	3	2	3	3	4	3	2	281	9
Library Operations Assistant	5	2	3	3	2	3	4	3	2	318	11
Literacy Assistant	5	2	3	3	2	3	4	4	2	328	11
Network Security Analyst	5	4	4	2	2	4	4	4	1	371	14
Outreach Services Assistant	3	3	3	2	3	3	4	4	2	310	10
Outreach Services Supervisor	5	5	4	4	2	3	4	4	1	405	15
Overdues Assistant	3	2	3	2	1	3	4	2	1	256	8
Payroll/Accounting Clerk	4	5	3	2	2	4	3	3	1	334	12
Print Shop Operator	5	3	4	1	4	5	3	2	3	332	12
Senior Circulation Assistant	3	3	3	4	3	3	4	3	2	320	11
Shipping/Receiving Assistant	2	3	2	1	4	3	2	2	2	224	6
Shipping & Receiving Supervisor	3	4	4	5	4	4	4	4	3	389	14
Staff Trainer	5	4	4	4	2	4	3	2	1	356	13
Support Services Assistant	3	2	3	2	3	3	2	3	2	251	8
System Trainer	3	4	4	4	2	4	3	1	1	314	11
Systems Technician	5	4	3	2	2	4	3	3	2	336	12

Date: **July 9, 2006**

SCHEDULE "B" – JOB EVALUATION MANUAL

EDUCATION

DEFINITION

This factor measures the amount of theoretical knowledge, specific education and/or specialized training required as a basis for learning and performing the job.

DEGREE 1

Position requires less than high school graduation.

DEGREE 2

Position requires high school graduation.

DEGREE 3

Position requires high school graduation plus successful completion of specialized courses relevant to the job under consideration, such as secretarial, elementary accounting, MARC coding, children's literature, reference resources.

DEGREE 4

Position requires high school graduation plus successful completion of additional formal training to an intermediate level such as B.C. Government Community Librarian correspondence course, intermediate accounting courses, Fraser Valley Community Library Assistants program, courses in fundamentals of computer systems and operation, or relevant Library Technicians courses.

DEGREE 5

Position requires graduation from a minimum two year post-secondary program in a related field such as Library Technician, Graphic Design and Communication, printing production technicians course.

DEGREE 6

Position requires graduation from a recognized university.

SCHEDULE "B"

EXPERIENCE

DEFINITION

Assuming that the incumbent possesses the educational background specified, this factor measures the amount of practical familiarity with similar or related duties necessary in order to fill the position satisfactorily. It includes:

- (a) Experience on any related work or work in lesser positions which is necessary for performance of the job.
- (b) The period of training and adjustment on the job itself.

DEGREE 1

Position requires up to and including 3 months of experience.

DEGREE 2

Position requires over 3 months, up to and including 6 months of experience.

DEGREE 3

Position requires over 6 months, up to and including 1 year of experience.

DEGREE 4

Position requires over 1 year, up to and including 2 years of experience.

DEGREE 5

Position requires over 2 years of experience.

SCHEDULE "B"

INITIATIVE

DEFINITION

This factor measures the degree of independent action required. Consideration must be given to the amount of direction received from personal supervision or from standard practices and established procedures.

DEGREE 1

Works under close supervision or detailed instructions. Employee refers all questions to supervisor.

DEGREE 2

Works under supervision or performs work defined by standard practice or established procedures. Employee refers all deviations from the standard routine to the supervisor.

DEGREE 3

Works under occasional supervision. Employee proceeds on own initiative when majority of duties follow general instructions, established methods, and clearly defined precedents, referring unusual problems to supervisor.

DEGREE 4

Works under general direction and guidance. Normally follows standard procedures but makes exception as circumstances require and makes suggestions for implementation.

DEGREE 5

Independent work on broad general assignments with responsibility for planning of all associated activities, limited only by policy. Employee takes action without reference to supervisors except when problems involving policy change are involved.

SCHEDULE "B"

SUPERVISION

DEFINITION

This factor measures the responsibility for organizing and directing the work of other employees.

DEGREE 1

Directing the work of other employees is not part of the job requirement.

DEGREE 2

Direction of others is not normally part of the job but there may be a requirement to show other employees how to perform tasks.

DEGREE 3

Direction of others is required periodically. The job includes regular performance of work similar to that being done by other employees.

DEGREE 4

Maintaining harmonious working relationships, giving direction, guidance and instruction and maintaining quality, accuracy and quantity of work of other employees is required.

DEGREE 5

In addition to Degree 4 responsibilities, planning, coordinating and assigning work and scheduling personnel.

SCHEDULE "B"

PHYSICAL DEMANDS FACTOR

DEFINITION

This factor measures the strength and endurance required to perform the job duties, such demand recognizing the expending of energy and resulting fatigue in lifting, standing, walking as well as remaining in one position for extended periods, sitting, standing, working at a computer terminal or driving.

DEGREE 1

Positions require light physical demand; includes intermittent sitting, standing or walking and occasional lifting and transporting of materials such as files and mail.

DEGREE 2

Positions require occasional lifting of boxes of library materials; concentrated effort, physical or visual for the operation of library equipment; sitting or standing and/or walking for a large part of the day.

DEGREE 3

Positions require regular lifting and handling of boxes of library materials; continuous standing and/or walking.

DEGREE 4

Positions require regular lifting and handling of heavy boxes of library materials.

DEGREE 5

Positions requiring work of a strenuous nature such as is involved in the loading and unloading of heavy equipment and boxes of library materials; frequent and regular long hours in driving library delivery vehicles.

SCHEDULE "B"

MENTAL FATIGUE

DEFINITION

This factor measures the extent to which the job requirements contribute to mental fatigue. Consideration must be given to the requirements of the job for working under pressure or to deadlines. Consideration must also be given to interruptions, distractions or unusually stressful situations which are inherent in the job, as well as the necessity for frequently shifting attention from task to task.

DEGREE 1

Position involves few interruptions and/or distractions and/or changes in tasks.

DEGREE 2

Flow of work is intermittent requiring attention to detail for short periods.

DEGREE 3

Position involves work where there are some interruptions, distractions, some pressure from deadlines and/or changes in tasks.

DEGREE 4

Position involves close attention to detail and concentration for periods of sustained duration.

DEGREE 5

In addition to degree 4, position involves frequent pressure due to the necessity to meet deadlines.

SCHEDULE "B"

SOCIAL SKILLS

DEFINITION

This factor recognizes the requirement within a job to achieve harmonious relations with people, both internally and externally.

DEGREE 1

Ordinary courtesy is required for routine internal contacts within the work unit.

DEGREE 2

Courtesy and tact are required for routine exchange or provision of information or material with others within the library system.

DEGREE 3

Courtesy, tact and diplomacy are required for the explanation and discussion of information or problems. Contacts are with suppliers of library and office materials in addition to key internal contacts.

DEGREE 4

Tact, diplomacy and persuasion are frequently required in resolving problems, obtaining information or conducting interviews and in providing service to the public.

SCHEDULE "B"

ACCOUNTABILITY

DEFINITION

This factor recognizes the contribution the job makes toward the achievement of the library's objectives in providing library materials and services to patrons and the community.

It deals with the extent to which accuracy of work and decision-making impact on the library and the public. Do not evaluate the extreme or rare probability.

DEGREE 1

Employee is accountable for accuracy and attention to detail. Errors are easily self-detected by standard check or cross-check, and would cause little or no difficulty or loss of time to correct.

DEGREE 2

Employee is accountable for the care, accuracy and attention to detail required to prevent interruption in service, delays in operation, loss or damage of equipment. Errors are easily detected within the work unit, but may affect the work of others within the unit and require expenditure of time to trace and correct.

DEGREE 3

Employee is accountable for the care, accuracy, attention to detail and action required to ensure the satisfactory provision of library service, information and assistance. Work is reviewed but errors are not easily identified or corrected and may cause loss of time to other employees and work units.

DEGREE 4

Employee is accountable for attention to details required to ensure the continuing provision of library service, operation, assistance or information; details of work are not checked but results are reviewed for quality and accuracy. Errors are difficult to identify and may cause loss of time to other employees and work units. Errors may also have an adverse effect on public or employee relations.

SCHEDULE "B"

WORKING CONDITIONS

DEFINITION

This factor measures those undesirable and disagreeable working conditions which are inherent in the nature of the work and not those which are the accident of surroundings.

DEGREE 1

Position requires practically no exposure to undesirable or disagreeable conditions.

DEGREE 2

Position requires exposure to disturbance and noise caused by continual traffic of members of the public or to minor disagreeable conditions such as noise, book dust, vibrations or fumes from equipment or materials.

DEGREE 3

Position requires frequent exposure to disagreeable conditions such as noise, fumes, vibrations and inclement weather.

SCHEDULE "B"

FACTORS	DEGREES					
	1	2	3	4	5	6
EDUCATION	16	32	48	64	80	96
EXPERIENCE	19	38	57	76	95	
INITIATIVE	15	30	45	60	75	
SUPERVISION	10	20	30	40	50	
PHYSICAL DEMANDS	5	10	15	20	25	
MENTAL FATIGUE	5	10	15	20	25	
SOCIAL SKILLS	15	30	45	60		
ACCOUNTABILITY	10	20	30	40		
WORKING CONDITIONS	5	10	15			

SCHEDULE "B"

PAY GRADES	EVALUATED POINT SPREAD
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1	0 - 130
2	131 - 150
3	151 - 170
4	171 - 190
5	191 - 210
6	211 - 230
7	231 - 250
8	251 - 270
9	271 - 290
10	291 - 310
11	311 - 330
12	331 - 350
13	351 - 370
14	371 - 390
15	391 - 410
16	411 - 430

SCHEDULE "C"

JOB EVALUATION MAINTENANCE PROCEDURE

1. It shall be the responsibility of the Employer to prepare a Job Description whenever a job is created or whenever the duties and/or demand of a job change to the degree that the documentation or rating do not adequately reflect the job.
2. When there is an incumbent in the Job they shall be given an opportunity, before the rating is implemented, to review the job description and to discuss their adequacy in portraying the job facts.

When an incumbent has reviewed the Job Description, they shall be asked to sign it to indicate that they have had the opportunity to review it.

Their signing the Documents shall not, however, nullify the Union's or incumbent's right to question the description, specification or rating after implementation nor shall it be construed as the incumbent having the right to structure their job.

3. The Employer shall proceed with implementation. The Job Documents (showing the rating) shall be forwarded to the Union immediately upon finalization, whether there is an incumbent in the job or not. Implementation of the rating includes handing the incumbent their advice of rating. The Employer shall provide the incumbent with an Advice of Rating Form, as of the effective date of appointment or upon settlement of a challenge.
4. Following implementation, the Union may discuss Job Documents and Ratings with the Employer. Unresolved differences of opinion shall be referred to the Joint Evaluation Committee for resolution.

NOTE:

It is permissible for the Employer and the Union to discuss the rating of a job prior to implementation.

Changes to the rating of an existing job in which there is no change in job content must first be referred to the Joint Evaluation Committee.

SCHEDULE "C"

CHALLENGE PROCEDURE

GENERAL

An incumbent may question the adequacy of the Job Description and/or Specification, and/or the application of the Rating Scale, if in their opinion, they do not reflect the job being performed.

Whenever an incumbent is concerned about the above matters they must first refer them to the Union. The Union will discuss the matter with the incumbent.

Cases which the Union rejects shall require no Employer's action.

Cases which the Union accepts shall be forwarded to the Joint Evaluation Committee for resolution in accordance with its responsibilities.

At this time the Record of Discussion Form shall be initiated by the Union and communicated to the Joint Evaluation Committee.

The Joint Evaluation Committee shall meet within 15 working days of receipt of the Record of Discussion Form. This time limit may be extended if necessary, by mutual agreement between the Employer and the Union.

It is mutually agreed by the parties hereto that the intent of the above-noted time limits is to ensure that the foregoing matters are processed promptly.

The above procedures in no way prevent the Union or Employer submitting problems concerning Job Descriptions and/or Rating for jobs to the Joint Evaluation Committee for resolution in Accordance with its Responsibilities.

RETROACTIVITY

When a Rating Classification is changed by the foregoing process it shall be implemented retroactively to the date when the increased job demands and responsibilities were instituted or undertaken.

AVAILABILITY OF JOB DOCUMENTS

The job description and specification for his own job, as well as those for other jobs covered by the plan in his work unit, shall be available to each incumbent, through the Employer or through the Union.

SCHEDULE "C"

JOINT EVALUATION COMMITTEE

AUTHORITY

The Joint Evaluation Committee is to act as the Authoritative body in accordance with the responsibilities set out hereunder.

RESPONSIBILITIES

1. The Joint Evaluation Committee shall determine the rating for the job using the Job Evaluation Manual (Schedule "B").
2. Establish, review and confirm or revise the Rating, and ensure the compatibility of the Job Descriptions and the Rating for Individual Jobs using the Job Evaluation Manual (Schedule "B").
3. Review the Rating of a sampling of jobs selected by the Committee and, as deemed necessary by the Committee, for the purpose of ensuring that internal relativities are being maintained.
4. Resolve problems concerning the adequacy of Job Documents and/or application of the rating scale for individual jobs which have been referred to the Committee by either the Employer or the Union.
5. Resolve challenges for individual jobs which have been referred to the Committee by the Union, by the process of ensuring that Job Documents are adequate and by use of such documents in conjunction with the Rating Scale and Rating Manual.

NOTE:

As it becomes evident through the performance of responsibilities (2), (3), (4), and (5), the Committee shall advise the Employer of the need to revise Job Documents.

6. Resolve problems concerning the effective date and/or the period of time during which a particular Rating shall apply as may be required during the processing of challenges.
7. Interpret the Rating Scale of the Job Evaluation Plan.

8. In the event that the Committee identifies a problem not covered within the above responsibilities and which has a direct bearing on Job Evaluation, it shall be referred through the Committee to the Employer and the Union.
 - (a) Make recommendations to the Employer and the Union regarding changes to the Rating Scale, and Rules of Application, Job Evaluation Manual, and Definitions.
 - (b) Make recommendations to the Employer and the Union regarding changes to Job Evaluation Procedures.
9. When agreement cannot be reached in the Joint Job Evaluation Committee, the matter shall be referred to arbitration for final and binding decision.
10. In the event a position is re-evaluated downwards, for as long as an incumbent continues to occupy the position, he shall suffer no reduction in his rate of pay by virtue only of a re-evaluation downwards and shall receive general pay increases and increments to which he would otherwise have been entitled, PROVIDED THAT at any time following the date when his position was re-evaluated, then notwithstanding such re-evaluation the Employer may unilaterally promote such incumbent to any other vacant position for which he is qualified, and which is evaluated at substantially the same level as his position was formerly.

NOTE - When majority agreement cannot be reached in the Joint Evaluation Committee, on matters involving the adequacy of Job Descriptions and Specifications and/or the interpretation and applications of the Job Evaluation Rating Scale, the matter shall be referred to the Joint Evaluation Committee procedure for resolution.

ARBITRATION

The selection and subsequent appointment of an Arbitrator shall be by mutual agreement between the Employer and the Union. No person shall act as an Arbitrator who has any financial interest in the matters coming before him or who is acting, or has, within a period of six (6) months preceding the date of his appointment, acted as solicitor, counsel or agent of either of the parties.

The cost of his remuneration and his personal expenses shall be shared equally by the Employer and the Union.

Whenever the parties fail to agree on a single arbitrator the matter may be referred to the arbitration procedure in the Collective Agreement.

ARBITRATION HEARING

1. Representatives of both the Employer and the Union shall be in attendance to present their respective cases. In addition to this, the Arbitrator shall have the right to call other parties as he deems necessary; e.g. immediate Supervisor, the Job Incumbent, Members of the Joint Evaluation Committee, Stewards, etc. If additional information is necessary, this also can be requested by the Arbitrator and shall be supplied by the respective parties.

2. Documents

The documentation provided to the Arbitrator shall be the normal documentation, for example: Job Descriptions and Specifications, Request for Review Forms, Record of Discussion Forms, Advice of Rating Forms and copies of all other pertinent documents required.

3. Communicating Decisions

The Arbitrator's decision shall be communicated as follows:

- (a) The Arbitrator shall advise the Joint Evaluation Committee of his findings.
- (b) The Joint Evaluation Committee shall take the following steps:
 - i. Write to the President of the Union and to the Employer and to the Incumbent advising them of the findings and attaching a copy of the Arbitrator's report and an Advice of Decision Form.
 - ii. When necessary new or revised Job Documents shall be prepared and an Advice of Rating Form shall be issued by the Employer.

SCHEDULE "C" – RECORD OF DISCUSSION FORM

SCHEDULE "C"

RECORD OF DISCUSSION FORM

Date of Discussion: _____

EMPLOYEE' NAME: CONTACT SUPERVISOR
JOB TITLE: DEPARTMENT:
DEPARTMENT:

EMPLOYEE'S CONCERN:

PRESENT AT DISCUSSION:

EMPLOYEE (Signature)

UNION (Signature)

UNION'S DECISION:

___ AGREE ___ DISAGREE

DATE OF DECISION: _____

REASONS:

INCUMBENT:

___ AGREE ___ DISAGREE

INCUMBENT:

DECISION REFERRED:

REQUEST FOR REVIEW NO: _____

DATE: _____

FURTHER DISCUSSION: _____

DATE: _____

DISTRIBUTION ACKNOWLEDGED

NOTE:

further record

Incumbent Where further discussion is decided, a
Union of discussion form should be completed for
Job Evaluation each meeting.

Committee

MEETING NO. _____

DATE: _____

SCHEDULE "C" – ADVICE OF DECISION FORM

SCHEDULE "C"

ADVICE OF DECISION

EMPLOYEE'S NAME: _____ DATE RECEIVED BY COMMITTEE: _____

JOB TITLE: _____ REQUEST FOR REVIEW NO: _____

DEPARTMENT: _____

DECISION:

REASON:

RECOMMENDATIONS:

AGREEMENT: _____ REFERRED TO ARBITRATOR

YES NO DATE: _____

DATE: _____

SCHEDULE "C" – ADVICE OF RATING FORM

SCHEDULE "C"

ADVICE OF RATING FORM

EMPLOYEE'S NAME:

JOB TITLE: ____

EFFECTIVE DATE:

DEPARTMENT:

JOB RATING

FACTOR	1	2	3	4	5	6	7	8	9	10
DEGREE										
POINTS										

TOTAL POINTS: ____

RATING CLASSIFICATION:

THIS IS TO ADVISE THAT THE EXISTING JOB DATA (ABOVE) HAS BEEN REVISED AS FOLLOWS:

THIS IS TO ADVISE THAT THE RATING FOR THE JOB TO WHICH YOU HAVE BEEN APPOINTED IS AS FOLLOWS:

THIS IS TO ADVISE THAT THE JOINT EVALUATION COMMITTEE HAS MADE NO CHANGE TO THE RATING OF THIS JOB.

* FOR MORE DETAILED INFORMATION CONSULT WITH YOUR JOB EVALUATION COMMITTEE

NEW OR REVISED DATA

JOB TITLE: __

JOB CODE:

DEPARTMENT: _

EFFECTIVE DATE:

FACTOR	1	2	3	4	5	6	7	8	9	10
DEGREE										
POINTS										

TOTAL POINTS: _

RATING CLASSIFICATION:

COPIES SENT TO:

UNION

INCUMBENT

DATE:

SCHEDULE “D” – DEFINITIONS FOR JOB EVALUATION

JOB/POSITION	A group of duties assigned to and performed by an individual.
INCUMBENT	Is an employee in a job included in the Collective Agreement.
JOB ANALYSIS	Is the process of determining (by observation and study) and recording the pertinent information relating to a job. It is the determination of the tasks and duties which comprise a job, and of the skills, efforts, responsibilities and working conditions required.
TASK	Is created whenever human effort must be exerted for a specific purpose.
DUTY	Comprises a number of tasks.
JOB SPECIFICATION	A written statement of knowledge, skill, effort, responsibility and working conditions required of the incumbent in the performance of a job. It records the substantiating data for the degree levels assigned to each factor for all new or changed jobs.
JOB DESCRIPTION	A written statement of information which clearly and completely defines the nature and scope of the job's tasks and duties.
JOB EVALUATION	Is the complete procedure of determining the rating for an individual job in relation to other jobs in the organization covered by the plan. It begins with Job Analysis to obtain job information, carries on through the preparation of a job description and specification and involves the process of relating the job to other jobs by means of the rating scale.
FACTOR	All jobs are measured by four main requirements, namely - skill, responsibility, effort and working conditions. The means of measuring the requirements is by selected job characteristics called factors. Each factor deals with an important compensatory job characteristic, which is present to some degree in, and which contributes to, the worth of all jobs being covered by the plan.

FACTOR VALUE	Is the value allocated to each factor in accordance with the agreed upon amount that it contributes to the worth of the type of jobs covered by the plan.
DEGREE LEVEL	Each factor is broken down into degree levels ranging from the least measurable amount of the factor required in a job to the greatest measurable amount required.
POINTS	Are allocated to each factor, proportionate to the factor value. These points are further distributed by allocation to degree levels for each factor.
TOTAL POINTS	Are the total of degree level points for each individual job as determined under each factor.
RATING (noun)	Is the degree level of a factor, or the total points established for an individual job.
RATING (verb)	Is the process of relating the facts contained in the job description to the rating scale and selecting the factor degree levels judged to be appropriate.
RATING CLASSIFICATION	Is the numerical designation which relates a range of total points to the respective pay grades as shown in Schedule "A".
PAY GRADE	Is the dollar worth, negotiated by Collective Bargaining, for a Rating Classification and is shown in Schedule "A" for jobs covered by the plan, as a range of dollars.
RATE	Is the actual dollars paid to an employee in accordance with Schedule "A".
RETROACTIVITY	Is the difference in rate between that which the incumbent has received than which he should have received for a given period of time.
RELATED DUTIES	This entry acknowledges the fact that examples listed are typical of the work but not an exhaustive statement of all tasks performed by the class.
RATING SCALE	Is the measurable device of the plan comprised of selected factors and their allocated values.
JOB STATEMENT	Is a written statement of the function, responsibilities, duties,

operations, methods, kinds of authority, equipment used and other essential facts about a job as well as a written statement of the skill, effort, responsibility and working conditions required of the incumbent in the performance of a job. It is a combination of the Job Description and Job Specification which is used on Job Postings.

JOB DOCUMENTS

Are the Job Analysis, Job Description and Job Specification.

**ADVICE OF
RATING FORM**

Is the form issued to an incumbent by management at the time of appointment or job change, or issued to an incumbent by the Joint Evaluation Committee when changes are made to the incumbent's title, job rating, or change in pay grade, but excluding salary schedule adjustments.

**RULES OF
APPLICATION**

Are developed by the Joint Evaluation Committee to serve as aids in the interpretation of the factor definitions and degree level definitions, as contained in the rating scale.

SCHEDULE "E" – DEFERRED SALARY LEAVE PLAN

1. Definitions

"Accrued Interest"	means the amount of interest earned in accordance with Clause 3.3 on the monies held by the Trustee on behalf of the Participant pursuant to the Plan.
"Union"	means the CUPE Union Local 1698.
"Collective Agreement"	means the agreement in force between the Union and the Employer.
"Committee"	means a committee consisting of two members appointed by the Union and two members appointed by the Employer.
"Current Salary"	means the total compensation payable by the Employer to the Participant for the calendar year pursuant to the Collective Agreement.
"Deferral Period"	shall be the number of years for which a percentage of Current Salary is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5 if applicable, but cannot exceed six years from commencement of participation in the Plan.
"Deferred Compensation Amount"	means the portion of current Salary which is retained by the Employer and held by the Trustee for a Participant in accordance with clause 3.1.
"Eligible Participant"	means a Regular Employee who has five (5) years of continuous service with the Employer at the time of application for participation in the Plan and who is not at the time of application participating in the Plan.
"Employer"	means the Fraser Valley Regional Library.
"Fund"	means the Deferred Compensation Amounts and Accrued Interest held by the Trustee for the Participants.
"Leave of Absence"	means the period described in clause 4.1 and shall be no less than six (6) consecutive months and no longer than twelve (12) consecutive months.
"Memorandum"	means the form described in Appendix "A".
"Participant"	means an Eligible Participant who has completed a Memorandum (Appendix "A") and whose application for participation in the Plan

has been approved by the Board in accordance with clause 2.3.

"Plan" means the plan set out in the schedule to the Collective Agreement, and includes all amendments thereto when approved by the Parties.

"Trustee" means any Canadian chartered bank, and trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia, provided there shall only be one Trustee at any one time.

2. Application

Formal Application

2.1 Only Eligible Participants may participate in the Plan. An Eligible Participant may apply to participate in the Plan by completing and forwarding to the Executive Director of the Employer a completed Memorandum.

2.2 An Eligible Participant may complete and submit the Memorandum to the Executive Director of the Employer at any time. The Employer will approve or reject the application within two months and advise each applicant of the decision. If the application is rejected the Employer will provide an explanation.

Approval

2.3 The decision to approve or reject each application made under Clause 2.2 shall rest solely with the Employer which shall not be unreasonably withheld. An application may be rejected if, in the bona fide determination of the Employer, participation in the Plan by the applicant will create significant administrative difficulties or will significantly affect proper delivery of services by the Employer. The Employer may also reject an application if in the bona fide determination of the Employer, the purpose of the applicant's participation in the plan would be to provide benefits on or after retirement of the applicant.

Date of Participation

2.4 The Employer will not be required to approve participation in the Plan of any applicant where such approval could result in more than five percent (5%) of Regular Employees of the Employer being on Leave of Absence at the same time. In such case, first priority will be given to participants who received approval of their application in previous years, second priority will be given to applicants with the most seniority who have not taken a Leave of Absence under the Plan and third priority will be given to applicants with the most seniority.

- 2.5 If the Employer approves an application, participation of the Eligible Participant in the Plan will become effective one (1) to four (4) months from the time the Employer approves the application at a time designated by the Eligible Participant.

3. Funding for Leave of Absence

Compensation Deferred

- 3.1 During each year of the Deferral Period the Participant will receive the Current Salary less the percentage amount which the Participant has specified in the Memorandum for the year in question. The amount deducted from current Salary will be forwarded by the Employer to the Trustee to be invested in accordance with clause 3.3.

Maximum Percentage Deferred

- 3.2 The percentage of the Current Salary deferred by the Participant in any tax year of the Deferral Period cannot exceed 33 1/3% of the current Salary and cannot exceed the percentage amount obtained when one hundred percent (100%) is divided by the number of full years in the Deferral Period and the Leave of Absence without taking into consideration any deferral under Clause 4.4 or 4.5.

Investment of Deferred Compensation

- 3.3 The Deferred Compensation Amounts will be pooled and invested by the Trustee in investments offered from time to time by the Trustee. The Union shall choose and alter as necessary the Trustee and the Employer will have no responsibility for management or control of the Fund except as expressly set out in the Plan. The Employer is not liable to the Union or any Participant for any act or omission, whether negligent, fraudulent or otherwise, of the Trustee or its agents, employees, servants, officers or directors and the Union will indemnify and save harmless the Employer from and against any and all claims, losses, suits, damages or actions arising from or in any way related to or connected with the Fund except for breaches of the express terms of the Plan.

Payment of Accrued Interest

- 3.4 On December 31 of each year of the Deferral Period, the Trustee will pay to each Participant all income earned for that year and all income accrued if any for that year for which a Participant is obliged to pay

tax by virtue of Section 12(4) of the Income Tax Act (Canada) less the usual withholdings and remittances. The Participant may irrevocably direct the Trustee to make such payment on the Participant's behalf into the account of the Participant with the Trustee.

Reporting to
Participants

- 3.5 The Trustee shall prepare an Annual Report for each year of participation in the Plan for each Participant showing the Deferred Compensation Amount for the Participant, including any interest earned thereon which has not been paid out in accordance with clause 3.4. The Annual Report shall be delivered to each Participant no later than February 1 following the Plan year.

Administrative
Expenses

- 3.6 The Administrative expenses incurred by the Trustee will be paid out of the Fund according to the agreement between the Trustee and the Union and the Employer will bear any increased administration costs it incurs as a result of administering its obligation under the Plan.

4. Taking of Leave of Absence

Qualification to
Participate

- 4.1 The Leave of Absence shall occur according to and be governed by the Plan and the Memorandum of the Participant.
- 4.2 The Trustee will forward to the Employer the Deferred Compensation Amount as set out and agreed to by all Parties prior to the date that the first instalment is required.

Manner of
Payment
During Leave

- 4.3 During the Leave of Absence, Payment of the Deferred Compensation to the Participant shall be done in a manner acceptable to the Employee and Employer. i.e., Lump sum at the start of the Leave; or two lump sum payments if the Leave period is taken during two different tax years. Or i.e., Equal bi-weekly instalments coinciding with regular Pay day for the Employer, commencing at the first Employer's Pay day after the Leave of Absence commences. All of the Deferred Compensation Amount must be paid out to the Participant no later than the end of the calendar year in which the Leave of Absence finishes.

Amount of
Payment During
Leave

- 4.4 Payments to a Participant under Clause 4.3 during a Leave of Absence will be an amount equal to the Deferred Compensation Amount held by the Employer for the Participant in accordance with Clause 4.2 divided by the number of agreed on payments in the Leave of Absence less any deductions made by the Employer under clauses 5.1 and 5.3 and any monies required by law to be paid or deducted by the Employer for or on behalf of a participant. The Participant cannot receive any salary or wages from the Employer or any other person or partnership with whom the Employer does not deal at arm's length, other than the deferred amounts and reasonable fringe benefits.

Employer's Right
to Defer

- 4.5 If the Employer is unable to obtain a suitable replacement for a Participant for the period of the Leave of Absence specified by the Participant, the Employer may, in its discretion, on one occasion only, postpone the Leave of Absence to a maximum of one (1) year provided such postponement does not result in a Deferral Period in excess of six years. A decision by the Employer to postpone must be made and communicated to the Participant at least three (3) months prior to the commencement date of the Leave of Absence. If the Leave of Absence is deferred, the Participant may choose to remain in the Plan or may withdraw from the Plan, in which case the Employer shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within sixty (60) days of such withdrawal.

Participant's Right
to Defer Leave

- 4.6 Notwithstanding the date shown in paragraph 2 of the Deferred Salary Leave Memorandum of Agreement, a participant may, on one occasion only, postpone such leave to a maximum of one year provided that:
- (a) the postponement does not result in a Deferral Period in excess of six (6) years and does not result in more than five percent (5%) of Regular Employees of the Employer being on Leave of Absence at the same time;
 - (b) the Employer does not make a bona fide determination that the postponement will create significant administrative difficulties or will significantly affect proper delivery of services by the Employer; and

(c) the request by a Participant for postponement is made at least three (3) months prior to the original commencement date of the Leave of Absence.

Start of Leave of
Absence

4.7 The Leave of Absence shall immediately follow the Deferral Period.

Position on Return

4.8 On return from Leave of Absence, the participant will be assigned to his or her former position or a similar position. The Participant's salary and benefits will be as set out in the Collective Agreement.

4.9 The Participant must return to employment with the Employer for a period of not less than the length of the Leave of Absence.

5. Fringe Benefits

Payment

5.1 During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a participant shall be as set forth in the Collective Agreement. Where a Participant is obliged to pay the cost of any fringe benefit under the Collective Agreement, the Employer shall on request pay such cost on behalf of the Participant during the Leave of Absence and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

Sick Leave Credits
and Other Benefits

5.2 Sick Leave credits will not be used or accumulated and Participants will not be entitled to statutory holiday pay during the Leave of Absence. The Participant will not be entitled to any paid leave under Article 18 (Leave of Absence) of the Collective Agreement during the Leave of Absence.

**Municipal
Pension Plan**

5.3 The Employer will make deductions required by the Municipal Pension Plan from the Deferred Compensation Amount.

Vacation

- 5.4 Participants will be entitled to regular vacation entitlement and vacation pay (from which the Deferred Compensation percentage will be deferred) during the Deferral Period. Vacation entitlement and vacation pay for the year in which the Leave of Absence is taken will be prorated by the ratio of days actually worked divided by the days the Participant would have worked but for the Leave of Absence.

6. Withdrawal

Upon Termination
of Employment

- 6.1 A participant who ceases to be employed by the Employer must withdraw from the Plan. Within sixty days of withdrawal from the Plan the Employer shall pay to the participant the Deferred Compensation Amount less deductions under clauses 5.1 and 5.3 and all monies required by law to be paid or deducted by the Employer for or on behalf of the Participant.

Consent Required

- 6.2 In extenuating circumstances, including but not limited to illness, family or marital crises, financial hardship or any combination thereof, and with the consent of the Employer, a Participant shall be entitled to withdraw from the Plan at any time during the Deferral Period. Within sixty (60) days of withdrawal the Employer shall pay to the Participant the Deferred Compensation Amount less deductions under clauses 5.1 and 5.3 and all monies required by law to be paid or deducted by the employer for or on behalf of the participant.

Upon Death

- 6.3 Should a Participant die, the Employer shall within thirty days of receiving notification of such death pay the Deferred Compensation Amount to the Participant's estate, subject to:
- (a) The Employer receiving any necessary legal prerequisites to such payment including clearances and proofs normally required for payment to estates;
 - (b) Any deductions required under clauses 5.1 and 5.3 and any deductions required by law to be made by the Employer for or on behalf of the Participant or the estate of the Participant.

7. Suspension from Participation in the Plan

Notice to Suspend

- 7.1 A Participant may during the deferral period, on one occasion,

suspend participation in the Plan for a period of up to one year by providing three months' notice to the Employer that the Participant wishes to suspend his/her participation in the Plan. During the suspension the Employer will pay the Current Salary to the participant but the Deferred Compensation Amount shall continue to be held by the Trustee until the Participant withdraws from the Plan or takes the Leave of Absence. The suspension will not be allowed if it will result in a Deferral Period in excess of six years.

Reinstatement

- 7.2 If a Participant suspended participation in the Plan in accordance with clause 7.1, the Participant's participation in the Plan shall recommence on the first of the month immediately following the period in which participation is suspended.

8. Termination or Amendment of Plan

By Agreement

- 8.1 The Plan may be amended or terminated by agreement between the Employer and Union. Any amendment(s) shall be binding upon all present and future Participants. Any agreement as to any proposed amendment shall not be unreasonably withheld.

Not to Prejudice Ruling

- 8.2 No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment or which will cause the Plan to not become a "Salary Deferral Arrangement" within subsection 248(1) of the Income Tax Act (Canada).
- 8.3 The Employer is not responsible for ensuring that this Plan is a Salary Deferral Arrangement pursuant to Section 248(1) of the Income Tax Act. The Union will provide confirmation of such satisfactory to the Employer prior to the participation of any employee in the Plan and will indemnify the Employer for any losses, costs or expenses of any kind that arise or are in any way connected to the Plan not qualifying as a "Salary Deferral Arrangement".

9. Liability for Payment

- 9.1 The Union will ensure that the Trustee is contractually bound to comply with the terms of the Plan and to comply with requests made by the Employer pursuant to the Plan.
- 9.2 Any and all obligations of the Employer with respect to the fund are conditional upon the Trustee complying with this Plan and, in

particular, any obligation of the Employer to pay money to any Participant or participant's estate is subject to transfer of the appropriate money by the Trustee to the Employer. Without limitation to clause 3.3, the Employer is not liable to the Union or any Participant for any losses, damages, interest, claims, suits or actions arising from or in any way connected to the failure or refusal of the Trustee to comply with this Plan or the Employer's requests for transfer of money. The Union will take all steps reasonably possible to ensure compliance by the Trustee with this Plan and the Employer's requests for transfer of money.

10. Employment Standards Act

- 10.1 The implementation of the Plan is conditional upon receiving from the director of Employment Standards a variance pursuant to Part 3 of the Employment Standards Act.
- 10.2 The Employer and the Union will take all reasonable steps to obtain such a variance, if such a variance is required.

APPENDIX "A" – DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Agreement between the Fraser Valley Regional Library and Canadian Union of Public Employees, Local 1698 establishing the Deferred Salary Plan (the "Plan") and understand same and I agree to participate in the Plan under the terms and conditions of the Plan and the following terms and conditions.

1. Enrolment Date

My enrolment date in the Plan will commence on _____, 19 _____.

2. Number of Years of Participation

My Deferral period will be from _____, 19 _____ to _____, 19 _____. My Leave of Absence shall immediately follow thereafter for a consecutive period of _____ from _____, 19 _____ to _____, 19 _____ (must be no less than six (6) months and no longer than twelve (12) months), subject to the provisions of clauses 4.5 and 4.6 of the Plan.

3. Year of Leave

I agree to return to work for a period at least as long as my Leave of Absence.

4. Funding of Leave of Absence

In accordance with Clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from my Current Salary for the years:

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

or

For All Years _____%

In accordance with clause 3.2 of the Plan the percentage deferral in each year cannot exceed 33 1/3% of your current Salary and the maximum percentage of Current Salary deferred in any one year cannot exceed 100% of Current Salary divided by the number of full years in the Deferral period and the Leave of Absence, without taking into account any deferral under clauses 4.5 and 4.6.

e.g.:	Number of Full Years In Plan Including Leave of Absence	Maximum Yearly Deduction
	Two Years	33.3%
	Three Years	33.3%
	Four Years	25.0%
	Five Years	20.0%

5. Irrevocable Direction

You may choose to have all income earned or accrued by the Plan on your behalf added to your Deferred Salary Amount by initialling below.

*

Initial for Election

NOTE: You are required to include in your income for tax purposes all income earned and accrued by virtue of Section 12(4) of the Income Tax Act (Canada) by the Plan on your behalf in each tax year.

LETTER OF UNDERSTANDING

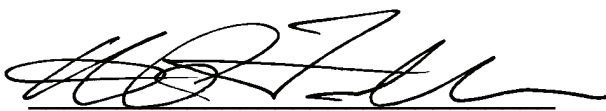
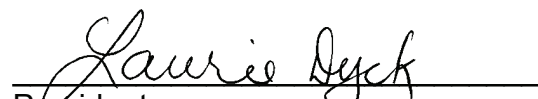
RE: ARTICLE 14, Saturday Openings on a Long Weekend

- (a) The Employer will determine which locations will open on the Saturday of any weekend in which a General Holiday occurs.
- (b) Employees will be afforded the opportunity to work their normal shift on the Saturday.
- (c) Those employees who agree to work their shift shall be paid for all hours worked at straight time and in addition shall bank an equal number of General Holiday hours. Such banked time may be taken at straight time payout or as time off at a mutually agreed time.
- (d) Vacancies resulting from employees taking the Saturday off as a General Holiday shall be posted, stating the open location, position and shifts. Vacancies shall be filled by seniority. All hours worked will be paid at straight time at the rate of pay for the position, and the General Holiday pay for regular employees shall be banked or paid at the employee's option.
- (e) In the event that insufficient qualified staff are available for the Saturday in any location, the Employer may require employees in reverse seniority, to work Saturday at straight time.

In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006.**

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.


Chair
President
Chief Executive Officer
Recording Secretary

LETTER OF UNDERSTANDING

RE: SATURDAYS OFF FOR LIBRARIANS


The Employer and the Union agree to maintain a program of Saturdays off for Librarians, subject to the following terms:

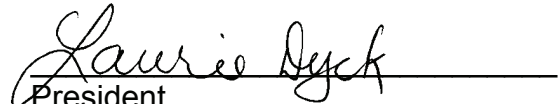
- (a) The Employer shall maintain a work schedule that allows Librarian 1's and 2's to have the option of taking a maximum of one Saturday off per month.
- (b) The one Saturday per month cannot be accumulated. If not taken, the Saturday off shall be forfeited.
- (c) Librarians shall be required to work a Monday in lieu of the Saturday off. However, the Monday in lieu should never be scheduled for a statutory holiday that occurs on a Monday.
- (d) Library Managers shall have the option of choosing a Monday to Friday or a Tuesday to Saturday schedule.
- (e) The two Librarians involved in each job sharing agreement may share the benefits of this program with each of them receiving one scheduled Saturday off every two months.
- (f) Schedules shall be developed by the Library Managers for a six-month block. Changes to schedules must be approved by the Library Manager. All participants shall clearly mark Saturdays off and Mondays worked on their time sheets.
- (g) Leaves of absence and the taking of banked overtime in lieu on a Saturday shall be scheduled as a second priority to the Saturdays off program.
- (h) Only one Librarian per branch shall have a scheduled Saturday off at one time.
- (i) Vacation leave may result in two Librarians away at one time; however, only one shall be replaced. Whenever possible, according to perceived workload, partial replacement shall be used rather than full. At certain times of the year, no replacement may be necessary. On-call Librarians shall be used for replacement but support staff may be used in emergencies.
- (j) For the purposes of this Letter of Understanding, the last sentence of Article 13.01 (a) (Hours of Work) of the Collective Agreement shall be waived. Article 13.03 (c) (Overtime) shall be retained for management authorized work on days of rest outside the terms of this Letter of Understanding.

In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006.**

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.


Chair


President


Chief Executive Officer


Recording Secretary

LETTER OF UNDERSTANDING

RE: SUNDAY OPENINGS

This Letter of Understanding shall apply if the Employer decides to open any facility on a Sunday. For the term of this Collective Agreement, Article 13.01, Hours of Work, shall be amended by the provisions contained in this Letter of Understanding. This Letter of Understanding shall continue until the ratification date of a renewed Collective Agreement.

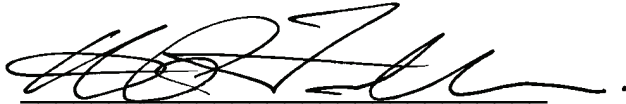
- (a) The Employer shall provide the Union with a minimum of ninety (90) days written notice when it decides to open a facility on Sundays, or if it decides to make any changes to Sunday openings. The notice shall include the facilities affected, the hours of operation, the staffing requirements, the programs or services to be provided, and any other relevant information.
- (b) If the Union requests, the Employer shall meet with the Union within thirty (30) days of issuing the written notice to discuss any concerns the Union may have. The Employer shall give serious consideration to any alternatives the Union may suggest. The Employer shall respond in writing stating the rationale for rejecting any Union alternatives. The Union and the Employer shall also discuss the application of the Letters of Understanding Re: Saturday Openings on a Long Weekend and Saturdays Off for Librarians to ensure they are consistent with Sunday openings. The parties shall agree to amendments, if necessary, to ensure consistency.
- (c) Facilities may open for up to seven (7) hours on a Sunday, between the hours of 10:00 a.m. and 6:00 p.m.
- (d) Where, due to a General Holiday, the Library is closed on a Saturday and/or a Monday, the Library shall not open that Sunday immediately adjacent to the General Holiday and shall schedule employees accordingly in the week attached to that Saturday and/or Monday.
- (e) This paragraph (e) shall apply to employees who are regular employees or probationary employees hired on or before May 2, 2003. Work on Sundays shall be scheduled using the following process:
 - 1. The Employer shall designate up to three (3) scheduled Sunday branch staff at each location for Sunday openings, based on operational requirements. More positions may be designated with the agreement of the Union.
 - 2. The Employer shall post the requirements for the non-scheduled Sunday branch staff, and employees regular to that location may choose shifts based on seniority.
 - 3. If there are insufficient volunteers from regular staff at a location, the Employer

- shall post requirements system-wide and all qualified employees may choose shifts based on seniority.
4. If there are insufficient volunteers system-wide, the Employer shall assign people from regular staff at the location in reverse order of seniority.
 5. Sunday work shall be shared equally, but in no case shall an employee be required to work more than one (1) Sunday in four (4). Nothing in this Letter of Understanding prevents the Employer from scheduling an employee to work more than one (1) Sunday in four (4), if the employee so desires.
 6. Employees who are regular employees or probationary employees hired on or before May 2, 2003 shall not be required to work more than four (4) hours on a Sunday or to work any Sundays during July and August.
 7. The Employer shall make every reasonable effort to schedule two (2) consecutive days of rest for an employee that works on a Sunday. If that is not possible, the Employer shall make every reasonable effort to schedule three (3) consecutive days of rest in the two (2) weeks following the Sunday work (or, the two (2) week period preceding, if compatible with payroll system).
- (f) The employer shall take every reasonable step to accommodate an employee's religious observance where Sunday work is required, unless accommodation would create undue hardship.
- (g) Employees who work on Sundays shall receive a shift premium of \$1.50 for all hours worked.
- (h) The process contained in paragraph (e) shall be completed at least sixty (60) days prior to the implementation of any Sunday opening and three times annually following that.
- (i) Upon request, non-circulation staff shall receive circulation training to allow them to work on Sundays.
- (j) For as long as this Letter of Understanding is in effect, the Employer shall not layoff any employees or reduce the regular hours of work of any employees.

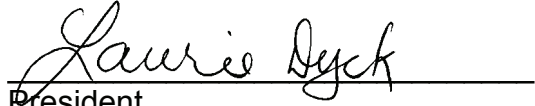
In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006.**

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.




Chair



President



Chief Executive Officer



Recording Secretary

LETTER OF INTERPRETATION

RE: ARTICLE 20.02 – PART-TIME EMPLOYEES

Sick Leave Credits are accumulated at the same rate for Full-time and Part-time employees, currently **ten and one half (10 1/2) hours per month**.

Vacation entitlement is the same for Full-time and Part-time employees, currently five (5) working days are equal to one (1) week. A five (5) working days week, when used, is equivalent to the number of days in the week for Full-time and Part-time, regardless of employee status.

Benefits: The premium cost of providing these benefits shall be eighty percent (80%) paid by the employer and twenty percent (20%) paid by the employee. The benefit is the same for Full-time and Part-time employees. If the benefit is based on income, the benefit reflects the employee's income (group life, LTD, etc). Where the benefit does not reflect income, then the Part-time employee receives the same benefit as the Full-time employee (dental, medical, etc).

Holiday days, when used, are paid at the same rate as if the employee was at work on that day. If the holiday falls on a dead day, the following formula shall be used to calculate pay:

Number of hours worked in the two (2) pay periods preceding the holiday divided by one hundred forty (140) multiplied by seven (7), rounded to the nearest quarter hour; the minimum payment shall be four (4) hours.

A paid Leave of Absence day, when used, is paid at the same rate as if the employee was at work on that day.

Retirement Pay: one (1) day is the equivalent of a regular day (7 hours), regardless of employee status.

Rest breaks are 15 minutes and meal breaks are one half or one hour regardless of employee status.


In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006**.

Sealed with the seal of the Fraser
Valley Regional Library and signed

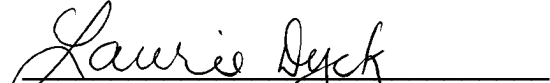
Sealed with the seal of the Canadian
Union of Public Employees, Local

in the presence of its proper
authorities.

Union 1698 and signed in the
presence of its proper authorities.



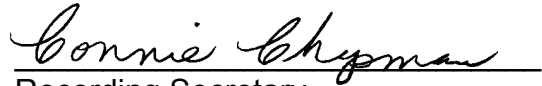
Chair



President



Chief Executive Officer



Recording Secretary

LETTER OF UNDERSTANDING

PERFORMANCE APPRAISALS

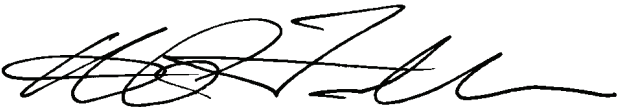
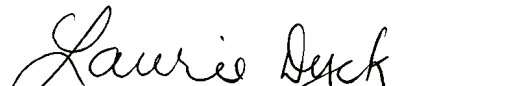
The Union and the Employer agree to establish a Joint Committee of up to four (4) representatives of the Union and up to four (4) representatives of the Employer to revise the performance appraisal program of the Employer.

The Union's continuing participation in this Joint Committee is dependent on its understanding that the process shall be in the interests of its members. Should the Union believe that the process is not in the best interests of its members, it shall have the right to withdraw.

In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006.**

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.


Chair
President
Chief Executive Officer
Recording Secretary

LETTER OF UNDERSTANDING

Re: Article 13.01 (a) Hours of Work

1. This *Letter of Understanding, Re: Article 13.01 (a) Hours of Work* will apply for a one year trial period, commencing on July 9, 2006.
2. During the trial period, Article 13.01 (a) of the Collective agreement shall be amended as follows:

13.01 Hours of Work

- (a)
 - (1) Employees' regular hours of work shall not be greater than seven (7) hours per day and shall not exceed thirty-five (35) hours per week excluding any meal break to which the employees are entitled. **Regular employees are entitled to two (2) consecutive days of rest.**
 - (2) **Regular part-time employees shall not be required to work more than five (5) days a week. They may, at their discretion, forgo entitlement to either of their two (2) consecutive days of rest in taking the opportunity to work hours which become available under Article 13.01 (d), provided they work no more than thirty-five (35) hours per week. Such hours worked shall be at straight time.**
 - (3) **Casual employees shall not be required to work more than five (5) days a week. They may, at their discretion, forgo this entitlement to work hours which become available under Article 13.01 (d), provided they work no more than thirty-five (35) hours per week. Such hours worked shall be at straight time.**
3. Existing applications on straight time as it pertains to the *Letter of Understanding, RE: ARTICLE 14, Saturday Openings on a Long Weekend* and the *Letter of Understanding, RE: ARTICLE 14, Sunday Openings* shall remain in force during and after the trial period.
4. The Parties will monitor the application of this change during the trial period. If there are problems in the application of Article 13.01 (a) (1-3) the parties shall attempt to resolve them through discussions in a Labour/Management Committee meeting.

5. At the conclusion of the trial period the Union shall advise the Employer in writing whether it wishes to continue with this change on a permanent basis or to cancel this *Letter of Understanding, Re: Article 13.01 (a) Hours of Work*.
6. If the Union advises that it wishes to cancel the Letter, the Employer may request a meeting of the Union and Employer bargaining committees to discuss alternatives.
7. If the Union advises that it wishes the change to continue on a permanent basis, the Employer agrees to amend Article 22.02 Insurance Benefits effective September 1, 2007 as follows:

Insurance Benefits

- Vision Care - Four hundred (\$400) dollars coverage every twenty-four (24) month period for each employee and dependent.
- Hearing Aid Coverage - up to seven hundred fifty (\$750) dollars every five (5) years for each employee and dependent;
- hearing tests up to one hundred (\$100) dollars every two (2) years for each employee and dependent.
- Registered Chiropractor - up to a limit of five hundred (\$500) dollars per calendar year for each employee and dependent.
- Registered Podiatrist - up to a limit of five hundred (\$500) dollars per calendar year for each employee and dependent.
- Coverage for eye exams to a maximum payable of one hundred (\$100) dollars every two (2) years for each employee and dependent.
- Birth control pills and devices for each employee and dependent.
- Specialized footwear up to two hundred (\$200) dollars a year for each employee and dependent, when recommended by a physician, podiatrist, or licensed practitioner.
- Blood pressure monitors, light therapy appliances, and asthma medication nebulizers.

Group Dental Plan through Pacific Blue Cross:

- Basic (Plan A) - eighty percent (80%) of the approved schedule of fees for each employee and dependent.
- Restorative (Plan B) - fifty percent (50%) of the approved schedule of fees for each employee and dependent.

Retirement

- The Employer will provide the insurance benefits set out in Article 22.02 (a) Medical Services Plan; Article 22.02 (b) Extended Health Care; and Article 22.02 (g) Group Dental Plan to retiring employees until the end of the sixth (6th) month following retirement.

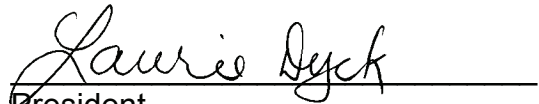
In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006.**

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.



Chair



President



Chief Executive Officer



Recording Secretary

Effective on January 1, 2007 in the year following July 9, 2006:

LETTER OF UNDERSTANDING

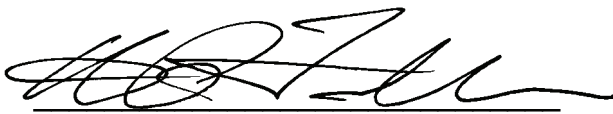
Re: Implementation of Changes to Articles 15.07 and 15.08 – Supplementary Vacation

1. Employees who are in their 31st or 36th year of service in 2007 shall receive 4 days supplementary vacation.
2. Employees who are in their 32nd or 37th year of service in 2007 shall receive 3 days supplementary vacation.
3. Employees who are in their 33rd or 38th year of service in 2007 shall receive 2 days supplementary vacation.
4. Employees who are in their 34th or 39th year of service in 2007 shall receive 1 days supplementary vacation.
5. Entitlement to supplementary vacation commences on the first day of January of the year in which the employee qualifies and shall be taken prior to the year when the next supplementary vacation is earned.
6. Entitlement to supplementary vacation in working days shall be calculated on a pro-rata basis based on an employee's regular weekly permanent hours on January 1st in the year that the supplementary vacation is earned.

In witness whereof both Parties hereto have executed their presence on **this 9th day of July 2006.**

Sealed with the seal of the Fraser Valley Regional Library and signed in the presence of its proper authorities.

Sealed with the seal of the Canadian Union of Public Employees, Local Union 1698 and signed in the presence of its proper authorities.



Chair



President



Chief Executive Officer



Recording Secretary

INFORMATION APPENDIX - INSURANCE BENEFITS

1. General Conditions

This Information Appendix - Insurance Benefits is for information purposes only and does not form part of the Collective Agreement. It is intended to explain the benefit coverage contained in Article 22.02(b) (Extended Health Plan), Article 22.02(c) (Group Life Insurance), Article 22.02(d) (Accidental Death and Dismemberment Insurance), Article 22.02(e) (Dental Plan), and Article 22.04 (Long Term Disability), as of the date of ratification. If there is any conflict between this Appendix and the insurance plan contract or the Collective Agreement, the provisions of the contract or the Collective Agreement apply.

2. Dependents

2.1 For the purpose of eligibility, a dependent is defined as follows:

- (a) a person to whom an employee is legally married, referred to as the employee's spouse;
- (b) a person who has lived with an employee for at least 12 months, and is represented as the employee's spouse;
- (c) an employee's or spouse's unmarried child under the age of 21, provided that the child is financially dependent on, and living with an employee or spouse;
- (d) an employee's or spouse's unmarried child to any age, provided that the child is in full-time attendance at a recognized school, college or university and is financially dependent on an employee or spouse;
- (e) an employee's or spouse's unmarried physically or mentally handicapped child to any age, provided that the child is financially dependent on and is living with an employee or spouse.

2.2 Newborn dependents are to be added within 60 days of the date of birth. Other newly acquired dependents such as husband or wife or adopted children are to be enrolled within 60 days of becoming eligible.

2.3 Once a dependent is removed from coverage, that dependent may not be eligible again for benefits.

3. Termination of Coverage

Coverage will terminate on the earliest of:

- (a) the date an employee ceases to be an eligible employee;
- (b) the date any required contributions is due but not paid;
- (c) the date the group policy terminates; or

(d) the date an employee reaches age 65 or retires, whichever is earlier.

4. Extended Health Benefit Plan

The Extended Health Benefit Plan contained in Article 22.02(b) is provided by Pacific Blue Cross. The Plan includes the benefits contained in Section 4 of this Appendix.

4.1 Amount of Benefit

- (a) There is a \$25 annual deductible per person or family.
- (b) In general, eligible expenses will be reimbursed at the rate of 80% of payable expenses. Eligible expenses will be reimbursed at 100% once \$1,000 in claims has been reached in a calendar year.
- (c) Eligible expenses will be reimbursed up to a limit of \$500,000 per person per lifetime.
- (d) If eligible expenses in a calendar year do not exceed the \$25 deductible, expenses during the last 3 months of that year may be applied against the deductible for the next calendar year.

4.2 Eligible Expenses Within B.C.

Eligible expenses provided by the Plan within B.C. are:

(a) Prescription Drugs

Drugs and medicines prescribed by a physician and purchased from a pharmacy. Normally there is a maximum of 34 days supply per prescription, except when a larger supply is necessary and more economical, in which case a maximum of 100 days supply is allowed.

(b) Hospital

Charges made by an Acute Hospital for medical supplies and a semi-private room, or a private room if a semi-private room is not available.

(c) Nursing

Fees of a registered nurse for special duty nursing in an acute case when ordered by the attending physician.

(d) Ambulance

Charges for ambulance service in an emergency, including transportation by rail, boat, scheduled airline or, in an acute emergency, air ambulance, to the nearest hospital equipped to provide the required treatment. When approved by the attending physician, charges for similar transportation from one hospital to another will be reimbursed.

(e) Equipment and Appliances

The following charges are eligible when prescribed by a physician:

- (1) Charges for oxygen, blood or blood plasma as well as ostomy or ileostomy supplies.
- (2) Artificial limbs or eyes, crutches, splints, casts, trusses and braces as well as repair and replacements due to normal wear.
- (3) Custom-made orthopaedic shoes and repairs to these shoes, orthotic devices and modifications to stock item footwear for the proper management of foot problems. Eligible adults are limited to \$500 per calendar year and eligible dependent children are limited to \$300 per calendar year.
- (4) Rental, or purchase if more economical, of a wheelchair or an electric scooter, walker, hospital type bed, iron lung or necessary equipment for therapeutic treatment. Electric wheelchairs are only covered when the physician certifies the patient is not capable of operating a manual wheelchair.
- (5) Two pairs of surgical stockings per person per calendar year.
- (6) One mastectomy brassiere per person per lifetime.
- (7) Charges for testing supplies and equipment, including a glucometer, for the management of diabetes.
- (8) Wigs or hairpieces required as a result of medical treatment or injury up to a limit of \$500 per person per lifetime.

(f) Special Services

The following fees for special services are covered by the Plan, subject to the specified limits and provided the practitioner(s) is not related to or is residing with an employee or dependents:

- (1) Registered physiotherapist or massage practitioner up to an unlimited amount.
- (2) Registered chiropractor up to a limit of \$300 per person per calendar year.
- (3) Registered podiatrist up to a limit of \$300 per person per calendar year.
- (4) Registered naturopathic physician up to a limit of \$300 per person per calendar year.
- (5) Registered psychologist up to a limit of \$500 (payable) per person per calendar year.

- (6) Registered speech therapist up to a limit of \$300 per person per calendar year.
- (7) Approved acupuncturist up to a limit of \$300 per person per calendar year.
- (8) Charges made by a physician for a medical examination required by law for employment purposes, provided the charges are not covered by the employer under a collective agreement.
- (9) For visits to those paramedical practitioners listed in paragraphs (1), (2), (3), (4), and (5) above, eligible under MSP, the Plan is limited to reimbursing only the applicable user fee for the first 12 visits in a calendar year.

(g) Dental Treatment

- (1) Fees of a dentist for repairs to, or replacement of, natural teeth or prosthetics to a maximum based on the Pacific Blue Cross Dental Fee Schedule current at the time the expense is incurred.
- (2) The services of the dentist were necessitated by an injury to the natural teeth or prosthetics caused by a direct external blow to the mouth or face resulting in immediate damage and nor by an object intentionally or unintentionally being placed in the mouth.
- (3) These dental services, irrespective of the province or territory, must be covered under the Pacific Blue Cross Dental Fee Schedule current at the time the expense is incurred. Medical documentation, acceptable to Pacific Blue Cross, must be performed and completed within one year from the date of the injury. Payment will not be made on temporary, duplicate, incomplete procedures, or for correcting.

(h) Hearing Aids

(1) Family

The cost of hearing aids are covered when prescribed by a Physician up to a limit of \$500 per person per 60 months. Repairs are also included, but batteries, recharging devices and other accessories are not eligible.

(2) Children (In addition to family coverage)

The cost of hearing aids is covered when prescribed by a physician or when supplied by an audiologist on the recommendation of a physician up to a limit of \$400 per child per 60 months. Repairs are also included, but batteries, recharging devices and other accessories are not eligible.

(i) Vision Care

The cost of purchasing lenses and frames or contact lenses when prescribed by a physician or optometrist are covered up to a limit of **\$300** (payable) every **24** month period for each employee and dependent.

- (i) Bluenet card

4.3 Eligible Expenses Outside B.C.

In the event of an emergency while travelling outside B.C., payment will be made for the following services:

- (a) Charges for medical supplies and a semi-private room, or a private room if a semi-private room is not available.
- (b) Customary charges for the services of physicians, and laboratory and x-ray services when ordered by the attending physician will be reimbursed to the extent that such charges exceed the amounts allowed under the B.C. Medical Services Plan.
- (c) Fees of a Registered Nurse for special duty nursing in an acute case will be reimbursed up to the amount that would have been paid if the service had been provided in B.C.
- (d) Charges for prescription drugs when prescribed by a physician to alleviate the acute case.
- (e) Charges for ambulance services to the nearest hospital equipped to provide the required treatment.
- (f) Charges for a regular schedule flight, when ordered by the physician, from the original hospital to the Acute Hospital nearest the employee's place of residence equipped to provide the required treatment.
- (g) Charges for emergency medical services and supplies that would be covered under the B.C. Medical Services Plan, if the emergency had occurred in B.C.
- (h) Out of province claims may be submitted directly to Pacific Blue Cross. It is not necessary to send your receipts to the Ministry of Health for reimbursement of out of province medical expenses.

4.4 Expenses Not Covered

The Plan does not cover the following services or charges:

- (a) Oral Contraceptives.
- (b) Non-prescription drugs.
- (c) Services of any health care specialist who is related to, or living with the insured person.
- (d) Cosmetic services or supplies or elective surgery.
- (e) X-rays taken by paramedical practitioners such as chiropractors.

- (f) Any amount of fees in excess of the usual or recognized fees for the services performed.
- (g) Any expenses paid for by provincial or federal government programs such as Pharmacare, Medical Services Plan or Hospital Programs.
- (h) Services required because of war, riot, or self-inflicted injury, while sane or insane.
- (i) Services required because of participation in, attempt or commission of a criminal act.
- (j) Any expenses incurred prior to enrolment of a person who is in hospital at the time of enrollment to the plan.
- (k) Expenses for medical treatment, services or supplies relating to pregnancy incurred by a pregnant employee or dependent while travelling outside Canada within twenty-one (21) days of the expected termination date of her pregnancy as determined by her Physician.

4.5 Claims

All claims incurred in a given year must be submitted to Pacific Blue Cross prior to June 30 of the following year.

5. **Group Life Insurance Plan**

The Group Life Insurance Plan contained in Article 22.02(c) of the Collective Agreement is provided by the Co-operators Life Insurance Company. The Plan includes the benefits contained in Section 5 of this Appendix.

5.1 Schedule of Benefits

- (a) This benefit provides a lump sum cash benefit in the case of death of an employee.
- (b) The benefit will be paid to the beneficiary designated or to the estate if no designation is made.
- (c) Benefit Amount: 3 times annual earnings, rounded to the next higher \$1,000 (if not already a multiple thereof) with a minimum of \$20,000 and a maximum of \$200,000.
- (d) The benefit amount terminates at age 65 or retirement, whichever is earlier.

5.2 Waiver of Premiums

Should employees become totally disabled for more than 6 months prior to age 65, the amount of group life insurance will continue without payment of premiums until age 65, or recovery.

5.3 Conversion

On termination of Group Life Insurance, employees may obtain an individual policy with the carrier without providing evidence of good health. The carrier's regular conditions and rates

will apply. Employees must apply for individual coverage within 31 days of termination and the Group Life Insurance will continue during this period.

5.4 Terminal Illness Advance Payment

- (a) If employees are terminally ill and are expected to live less than one year, they may be eligible for an advance payment of up to 50% of the Group Life benefit.
- (b) The remaining benefit, less interest, will be paid to the beneficiary or estate when the employees die.

6. **Accidental Death and Dismemberment**

The Accidental Death and Dismemberment Insurance Plan contained in Article 22.02(d) of the Collective Agreement is provided by the Co-operators Life Insurance Company. The Plan includes the benefits contained in Section 6 of this Appendix.

6.1 Amount of Benefit

- (a) This benefit provides a lump sum cash benefit in the case of accidental death or dismemberment occurring anywhere in the world - 365 days a year - 24 hours per day - on or off the job.
- (b) The accidental death benefit will be paid to the beneficiary designated under the applicable Group Life Insurance Plan, or to the estate if no designation is made. Any other benefits are payable to the employee (those described in the Loss Schedule are paid as a percentage of the Principal Sum).
- (c) Benefit Amount (Principal Sum): 3 times annual earnings, rounded to the next higher \$1,000 (if not already a multiple thereof) with a minimum of \$20,000 and a maximum of \$200,000.
- (d) The benefit amount terminates at age 65 or retirement, whichever is earlier.

6.2 Loss Schedule

- (a) If an accident causes a loss payable in this schedule within one (1) year from the accident, the carrier will pay the sum set opposite such loss, and not more than the aggregate of the Principal Sum is paid for injuries resulting from the same accident:

<u>For loss of:</u>	<u>Percentage of Principal Sum:</u>
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	75%
One Leg or One Arm	66-2/3%
Either Hand or Foot	66-2/3%

Sight of One Eye	66-2/3%
Speech or Hearing in Both Ears	66-2/3%
Thumb and Index Finger of the Same Hand	33-1/3%
Four Fingers of the Same Hand	33-1/3%
Hearing in One Ear	16-2/3%
All Toes of One Foot	12-1/2%

For Loss of use of:

Both Hands or Arms	100%
One Arm or One Leg	75%
One Hand or One Foot	66-2/3%

For Total and Irreversible Paralysis of:

All four limbs (Quadriplegia)	200%
Both lower limbs (Paraplegia)	200%
One arm and one leg on the same side of the body (Hemiplegia)	200%

- (b) "Loss" means, with regard to:
- Hands and Feet: Actual severance through or above wrist or ankle joint;
 - Eyes: Entire and irrecoverable loss of sight;
 - Leg or Arm: Actual severance through or above knee or elbow joint;
 - Thumb and Fingers: Actual severance through or above metacarpophalangeal joints;
 - Speech and Hearing: Entire and irrecoverable loss;
 - Toes: Actual severance through or above metatarsophalangeal joints;
 - Loss of Use of: Must be total, irrecoverable and be continuous for 12 months after which the benefit is payable, provided the nerve damage is determined to be permanent.
- (c) Indemnity provided under this section for all losses an employee sustains as a result of any one accident does not exceed the following:
- (1) With the exception of Quadriplegia, Hemiplegia and Paraplegia, the Principal Sum.
 - (2) With respect to Quadriplegia, Hemiplegia and Paraplegia two (2) times the Principal Sum.

6.3 Exposure And Disappearance

- (a) If loss results from unavoidable exposure to the elements and indemnity is otherwise payable hereunder, such loss will be payable under the terms of the policy.
- (b) If an employee's body has not been found within one year after the date of the disappearance, sinking or wrecking of the vehicle in which the employee was an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it is presumed that the suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.

- (c) Benefits payable under this plan are paid in addition to any other insurance benefit which may be in effect at the time of the accident.

6.4 Waiver Of Premium

If an employee becomes totally disabled from an accident or sickness and waiver of premium is approved under the applicable Group Life Insurance Plan, premiums under this plan are waived while total disability continues, until the earlier of attainment of age 65, termination of eligibility terminates or this policy is terminated.

6.5 Repatriation

If any employees lose their life because of a covered accident occurring at least 100 kilometers from their principal residence, the carrier pays up to \$10,000 for the preparation and transportation of the body back to their principal residence.

6.6 Rehabilitation

If any employees receive benefits for a loss described in the Loss Schedule and they require special training to allow them to work in an occupation that they would not have engaged in except for the injuries sustained, the carrier pays for that training, considering the expenses are reasonable and necessary (other than travelling, clothing and ordinary living expenses), up to \$10,000, occurring within three (3) years from the date of the accident.

6.7 Education

- (a) The carrier pays for tuition fees in the event of any employees' accidental death. To qualify, eligible dependent children must be enrolled as full-time students in a post-secondary "institution of education" at the time of the death or must enroll within one year following the death.
- (b) The amount paid for tuition fees and textbook expenses is equal to the lesser of three percent (3%) of the Principal Sum or \$5,000 per year per child for a maximum of four (4) consecutive years. The carrier must receive proof of enrolment and attendance for each year that a payment is to be made for each child. If there are no dependent children, the Principal Sum is increased by \$1,500.
- (c) For the purpose of this benefit, "dependent child" means an unmarried natural born child, legally adopted child, step-child or any common-law child (if the employee has legal custody and control), who is under 25 years of age and is dependent for support and maintenance. In addition, a child incapable of self-support by reason of mental or physical infirmity is covered beyond the maximum age.
- (d) "Institution of education" includes any University, CEGEP, Trade School or College, as defined where the employee lives.

6.8 Spousal Retraining

- (a) If employees receive benefits for a loss described in the Loss Schedule, the carrier

pays for the expenses actually incurred by their spouses within three (3) years from the date of the accident, for an approved and mutually agreed upon formal occupational training program, specifically qualifying them to gain active employment in an occupation for which they would otherwise not have had sufficient qualifications. The maximum payable hereunder is \$10,000.

- (c) "Spouse" means a person of the same or opposite sex under age 65 who is legally married to, or who has been residing with an employee for a continuous period of not less than one (1) year and publicly represented as a spouse.

6.9 Family Transportation

- (a) If, while on a trip, employees sustain an injury which confines them as an in-patient in a "hospital", and while under the "regular care and attendance" of a legally qualified physician or surgeon, they require the personal attendance of a "family member" as recommended by the attending physician or surgeon, the carrier pays for the expenses incurred by the family member for transportation to the bedside by the most direct route by a licensed common carrier, but not to exceed an amount of \$5,000.
- (b) "Hospital" means an institution licensed as a hospital, open at all times for the care and treatment of injured persons, with organized facilities for diagnosis, major surgery and with twenty-four (24) hour nursing services. Hospital does not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction or alcoholism, rehabilitative care, custodial or education care, or a rest home, nursing home or convalescent hospital.
- (c) "Regular care and attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.
- (d) "Family member" means an employee's spouse or common-law spouse, parents, grandparents, children over age 18, brother or sister.

6.10 Conversion Provision

Employees may convert to an individual plan of insurance, similar to this plan, subject to the terms and conditions of the carrier's individual program. The maximum principal sum under the converted policy is \$200,000 and the rates are those in effect at the time of conversion. This conversion must take place within 31 days of termination of coverage under the policy.

6.11 Home Alteration And Vehicle Modification

- (a) If employees received benefits for a loss described in the Loss Schedule and are subsequently required (due to the cause for which payment under the Loss Schedule is made) to use a wheelchair to be ambulatory, the carrier pays, upon presentation of proof of payment, the one-time cost of:
 - (1) alterations to a residence to make it wheelchair accessible and habitable, and

- (2) modifications necessary to a motor vehicle to make the vehicle accessible or derivable.
- (b) Benefit payments herein will not be paid unless:
- (1) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users, and
 - (2) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the provincial vehicle licensing authorities.
- (c) The maximum payable under this benefit is \$10,000

6.12 Exclusions

The insurance does not cover losses caused in any way from suicide or any suicide attempt, self-inflicted injuries, war, declared or undeclared, full-time active service in the armed forces of any country, travelling as a pilot or crew member of any aircraft, or travel in the Policyholder's owned or leased aircraft.

6.13 Claims

- (a) To make a claim under this plan, written notice of the accident must be given to the carrier's Group Accident/Association Department within 30 days of the accident and written proof must be submitted within 90 days of the date of the accident.
- (b) If the carrier does not receive the required notice and proof of loss, the claim may not be considered after the 90 day period has expired, unless there is good reason for delay. In no event is a claim considered after one year from the date of the accident if the carrier has not been notified and the necessary forms not completed and submitted to the carrier.

6.14 Optional Accidental Death and Dismemberment Insurance.

Employees may elect to purchase additional optional Accidental Death and Dismemberment Insurance subject to the following:

- (a) Employees may select a Principal Sum from a minimum of \$100,000 to a maximum of \$300,000 in increments of \$50,000 under one of two plans:
 - Employee only; or
 - Employee and family.
- (b) Terms of this additional insurance shall be as contained in the insurance contract with the carrier.

7. Dental Plan

The Dental Plan contained in Article 22.02(e) is provided by Pacific Blue Cross. The Plan includes the benefits contained in Section 7 of this Appendix.

7.1 Amount of Benefit

The Dental Plan will reimburse the following expenses:

- 80% of Basic services (Part A) to a maximum of \$1,000 per calendar year per person;
- 50% of Crowns, bridges and dentures (Part B) to a maximum of \$1,000 per calendar year per person;
- 50% of Orthodontic services (Part C) to a lifetime maximum of \$5,000 per person.

7.2 Eligible Expenses

- (a) In general, eligible expenses will be reimbursed in accordance with the current Pacific Blue Cross Dental Fee Schedules.
- (b) The Dental Plan pays for those services routinely performed by general practicing dentists and denturists as well as those performed by specialists, if referred by a general dental practitioner.
- (c) Emergency dental care provided anywhere in the world will be reimbursed at the rate as if the services had been provided in B.C. Original receipts must be submitted with your claim to Pacific Blue Cross.
- (d) Pacific Blue Cross shall pay the fees of a dental specialist in accordance with the current Pacific Blue Cross Dental Fee Schedule increased by 10% upon referral by a general practicing dentist.

7.3 Basic Services (Part A)

Benefits under this section cover those services routinely performed by a general dental practitioner to maintain teeth in good order and to restore them to good order. Eligible expenses in this category will be reimbursed at the rate of 80% to a limit of \$1,000 per person per year.

(a) Diagnostic

Procedures to assist the dentist determine the correct treatment according to the following schedule:

- Standard oral examination: twice per calendar year;
- Complete oral examination: once per 36 months;
- Full mouth X-rays: once per 36 months.

In addition there are annual limits for X-rays as set out in the Pacific Blue Cross Dental Fee Schedule.

(b) Preventative

Procedures to prevent the occurrence of oral diseases:

- Prophylaxis: twice per calendar year;
- Cleaning and fluoride: twice per calendar year.

(c) Surgical

Extractions and other basic surgical procedures performed by a dentist, including pre and post-operative care and general anaesthetic.

(d) Restorative

Filling teeth with amalgams, composites and stainless steel crowns to restore surfaces that have broken down as a result of decay.

(e) Gold Foil

Gold foil can be used to repair teeth with existing gold restorations where other materials cannot be used satisfactorily.

(f) Prosthetic Repairs

- (1) Repair of fixed appliances (only by a dentist) or repair of removable appliances (either by a dentist or denturist).
- (2) Reline of fixed or removable appliances by a dentist or denturist once every 24 months.

(g) Inlays and Onlays

Repair of teeth with gold inlays or onlays where other materials cannot be used satisfactorily. If a person chooses to use gold when other materials are adequate, the person is responsible for the difference in cost.

(h) Endodontics

Pulpal therapy and filling of root canals.

(i) Periodontics

Treatment of diseases of the gums and bones supporting the teeth (excluding tissue graft).

7.4 Major Restorative Services (Part B)

The benefits under this section are those services required for major reconstruction of teeth that have deteriorated and for replacement of missing teeth. Eligible expenses in this category will be reimbursed at the rate of 50% to a limit of \$1,000 per person per calendar year.

The following services are covered:

(a) Crowns and Bridges

To replace missing teeth with a fixed prosthetic. Crowns and/or bridges may be replaced once every 60 months

(b) Dentures

To replace missing teeth with a removable prosthetic. One set of full upper and lower dentures (provided by either a dentist or denturist), and one set of partial dentures (provided only by a dentist), will be covered once every 60 months.

7.5 Orthodontic (Part C)

Benefits under this section are for the diagnosis and treatment of dental disorders with the use of appliances. A complete Orthodontic Plan must be approved by Pacific Blue Cross before treatment is started. Eligible expenses in this category will be reimbursed at the rate of 50% up to a limit of \$5,000 per person per lifetime

The following services are covered:

(a) Examinations: Diagnosis and x-rays to establish treatment.

(b) Appliances: Provisions of fixed or removable appliances for tooth guidance or to control harmful habits.

(c) Observation and Adjustment: Examinations, adjustments and repairs.

7.6 Services Not Covered

The Plan does not cover the following services:

(a) Services that are not routinely performed by a dentist or denturist.

(b) Services that are not reasonable or necessary to maintain or restore teeth.

(c) Services for which any benefits are payable under Workers' Compensation or any publicly supported plans.

(d) Services not included in the Dental or the Denturist Fee Schedules.

(e) Services required because of war, riot, or self-inflicted injury, while sane or insane.

(f) Services required because of participation in, attempt or commission of a criminal act.

(g) Temporary dentistry, oral hygiene instruction, tissue grafts, services purely cosmetic in nature or used to correct congenital malformations.

- (h) Drugs or medicines.
- (i) Services related to the functioning or structure of the jaw, jaw muscles or temporo mandibular joint.
- (g) Replacement of lost or stolen orthodontic appliances.
- (h) Implants for bridgework.
- (i) Charges for appointments not kept.
- (j) Charges resulting from a change of dentist or denturist, unless approved by Pacific Blue Cross.
- (k) Charges for completing forms.

8. Long Term Disability

The Long Term Disability Plan contained in Article 22.04 of the Collective Agreement is provided by the Co-operators Life Insurance Company. The Plan includes the benefits contained in Section 8 of this Appendix.

8.1 Schedule of Benefits

- (a) The purpose of this benefit is to provide coverage should employees become totally disabled as the result of an accidental injury or illness and are unable to work at their own occupation for wage or profit.
- (b) The benefit payable is 60% of monthly earnings to a maximum of \$3,000. If employees qualify for an amount of insurance in excess of \$3,000 the benefit may be increased to a maximum of \$4,000 provided evidence of good health is approved by the carrier.
- (c) Benefits will commence on the 181st day of continuous/consecutive disability
- (d) Employees are eligible for benefits for a 24 month period from the date benefits commence if they are unable to perform the usual and customary duties of their occupation. Thereafter, benefits will continue only if employees are unable to perform the duties of any occupation.
- (e) In no case shall a benefit be paid beyond:
 - the date of an employee's 65th birthday, or
 - the date an employee is no longer totally disabled, or
 - retirement, or the date an employee withdraws or elects to receive pension funds, or

- the date an employee engages in any work or occupation other than rehabilitative employment, or the date an employee fails to furnish satisfactory evidence of total disability or refuses to submit to a medical examination by a physician chosen by the carrier, or
- the date an employee refuses to participate in a rehabilitation program,

whichever first occurs.

- (f) Successive periods of disability arising from the same or related cause and separated by less than six months will be treated as one period of continuous total disability.

8.2 Rehabilitation Program

If any employees are receiving LTD benefits, the carrier may deem them suitable for participation in a rehabilitation program. Employees must obtain prior approval of the carrier. The rehabilitation program may consist of any or all of the following limited to what the insurance company determines will assist employees to return to the work force:

(a) Rehabilitation Expenses

The carrier will bear the cost of assessment, a vocational retraining or education program or other retraining costs or for the costs of special devices or equipment. These services must not be eligible for payment from any other source. No reimbursement will be made for normal employment expenses including lodging, transportation, meals, daycare or tools. This benefit is limited to 3 times an employee's monthly LTD benefit.

(b) Rehabilitation Benefit

Employees disabled from their own jobs may be able to work in a different capacity (i.e.: part-time or modified work). If so, monthly LTD benefit will continue, but will be reduced by 50% of the amount earned and further reduced so that earnings plus monthly LTD benefit does not exceed 100% of monthly salary for which the employees were insured prior to disability.

(c) Employer Benefit

If the employer re-employs an employee on a regularly scheduled basis at a job other than the predisability occupation for a period no less than 6 consecutive months, a benefit will be paid to the employer. This benefit will be equal to 50% of the gross salary paid to the employee during the first 3 months of the 6 months period limited to the amount of the gross monthly benefit less any Rehabilitation Benefit paid to the employee for the same period.

- (d) These benefits will not be available beyond 30 months from your date of disability. Participation in this program will not entitle employees to benefits beyond the period for which they would otherwise have been entitled had they not participated.

8.3 Third Party Liability

- (a) If employees become totally disabled due to an injury or disease for which a third party is or may be legally liable, benefits will be paid when the employees sign (and submit to the carrier) a Subrogation Reimbursement Agreement.
- (b) Employees will be required to reimburse the insurance company for benefits received in accordance with the terms and conditions stated in the subrogation reimbursement agreement.
- (c) Employees must obtain the written consent of the carrier before compromising or settling the action or cause of action with the third party. Failure to do so may disentitle employees to any future benefits.

8.4 Limitations

- (a) If employees are eligible to receive disability benefits from any other source, the benefits payable under this plan will be reduced so that the total benefits payable from all sources will not exceed 85% of the pre-disability salary.
- (b) Benefits will be reduced by the basic amount employees are eligible to receive from the Workers' Compensation Act, Canada Pension Plan or the Quebec Pension Plan. Benefits will not be reduced by any amount received from the above plans for dependents or cost of living increases.

8.5 Exclusions

- (a) No benefit will be payable for any disability resulting from or caused by:
 - (1) intentionally self-inflicted injury, while sane or insane;
 - (2) insurrection, war or hostilities of any kind;
 - (3) riot or civil commotion regardless of whether employees were participating;
 - (4) injury occurring while committing or attempting to commit a criminal offense;
 - (5) medical or surgical care which is cosmetic in nature or medical care or surgery that is not medically necessary. However, periods of disability due to the donation of an organ or tissue will be covered;
 - (6) use of drugs or alcohol unless employees are being actively supervised by and receiving continuous treatment from a rehabilitation centre or an institution provincially recognized for that treatment.
- (b) No benefit will be payable for any disability if employees are imprisoned or are not under continuous care and treatment of a physician who is certified by the Royal College of Physicians and Surgeons in a specialty appropriate to the sickness or injury.

- (c) No benefits will be payable during any period that employees are on maternity leave, parental leave or any other leave of absence.

APPENDIX “B” – RE: Article 2.07 (b) PAGE JOB DESCRIPTION

FRASER VALLEY REGIONAL LIBRARY

JOB TITLE: Page

May 15, 2006

JOB CLASSIFICATION: PAGE

FUNCTION:

Under the direct supervision of the Community Librarian, Branch Supervisor, Circulation Supervisor or designate, the Page is responsible for performing a variety of **elementary** duties related to the physical organization and maintenance of library materials.

WORK PERFORMED:

1. Sorts and organizes material for shelving, shelves material, tidies shelves and shelf-reads to ensure material is in its proper place.
2. Picks up material used in-house for re-shelving or re-filing.
3. Assists in pulling holds and/or emptying book drops.
4. Assists with packing and unpacking of library materials.
5. Cleans books, CD's, videos and other materials.
6. Assists in minor repairs of library materials.
7. Assists in physical set up of facility for library programming.
8. Responds to directional questions and refers customers to appropriate staff.
9. Performs other related duties as assigned.

RELATIONSHIPS:

- | | | | |
|----|------------------|-----------|--|
| 1. | Supervisor | Direct: | Community Librarian
Branch Supervisor
Circulation Supervisor |
| | | Advisory: | Senior Circulation Assistant |
| 2. | Staff Supervised | Direct: | N/A |
| | | Advisory: | N/A |
| 3. | Other | | Contact with FVRL staff and customers. |

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to follow oral and written instructions.
2. Knowledge of the English language, spelling, punctuation and arithmetic, including decimals.
3. Ability to arrange items in alphabetical and numerical order.
4. Ability to recognize the need for shelving changes and to evaluate the physical condition of library materials.
5. Ability to work collaboratively in a team environment with all levels of staff and customers with courtesy, tact and co-operation.
6. Physical ability to perform the duties of the position.

EDUCATIONAL REQUIREMENTS, TRAINING AND EXPERIENCE:

1. Successful completion of Grade 10.

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