LIBRARY WORKERS' DIVISION COLLECTIVE AGREEMENT

2025-2027

Between the **Burnaby Public Library Board** and the **Canadian Union of Public Employees Local 23**

BURNABY CIVIC EMPLOYEES' UNION · CUPE 23
100 YEARS OF SOLIDARITY
1919-2019

City of Burnaby

2025 - 2027

COLLECTIVE AGREEMENT

between

THE BURNABY PUBLIC LIBRARY BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 23

(LIBRARY WORKERS' DIVISION)

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THE BURNABY PUBLIC LIBRARY BOARD

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THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(LIBRARY WORKERS' DIVISION)

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THIS AGREEMENT MADE THE FIRST DAY OF JANUARY, IN THE YEAR TWO THOUSAND AND TWENTY-FIVE.

BETWEEN:

THE BURNABY PUBLIC LIBRARY BOARD

(hereinafter called the "Board")

OF THE FIRST PART:

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(Burnaby Civic Employees)

On behalf of the LIBRARY WORKERS' DIVISION

(hereinafter called the "Union")

OF THE SECOND PART:

1 GENERAL

1.1 Term of Agreement

1.1.1 This Agreement shall be for a term of three (3) years with effect from 2025 January 01 to 2027 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al, neither party shall make any change 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; or

b) The Board can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; 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.

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

1.2 Coverage

This Agreement shall apply to all those employed by the Board who occupy the position classes listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties hereto or in accordance with the Labour Relations Code.

1.3 Employment Equity

The Board and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, Indigenous Peoples, and women in gaining entry into employment and which will provide opportunities for advancement.

2 DEFINITIONS OF EMPLOYEES

2.1 Definitions of Employees

2.1.1 A Regular Full-Time Employee is an employee who is employed on a full-time basis of 35, 37½, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

2.1.2 A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time up to twenty-four (24) months (which may be extended by mutual agreement or cut short by circumstances which could not be foreseen at the time of hiring).

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Board will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

2.1.3 A Regular Part-Time Employee is an employee who is employed on a Regular Part-Time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

2.1.4 A Temporary Part-Time Employee is an employee who is employed on a Regular Part-Time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

2.1.5 An Auxiliary Employee is an employee whose work schedule is not compatible with the schedule of a Regular Full-Time, Temporary Full-Time, Regular Part-Time, or Temporary Part-Time employee. Examples of auxiliary work include but are not limited to ad hoc work, vacation and sick coverage and work of an emergency nature

2.2 Probation

2.2.1 All new Regular Full-Time and Temporary Full-Time Employees shall complete a probationary period of six (6) months of service. The Employer may extend the probationary period up to six (6) months with agreement from the Union, which shall not be unreasonably denied. An extension of the probationary period shall not affect applicable entitlements under the Collective Agreement.

Positions at pay grade twenty-seven (27) and above shall complete a probationary period of twelve (12) months.

2.2.2 Regular Part-Time and Temporary Part-Time Employees shall complete a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.

2.2.3 Where a probationary employee is absent during the probationary period, the probationary period shall be extended by the total number of days absent.

2.2.4 Temporary Full-Time Employees who are rehired within one (1) year of the conclusion of their Temporary Full-Time employment and have completed a probationary period of six (6) months of service in a single Temporary Full-Time assignment will not have to re-serve the probationary period as outlined in Clause 2.2.1.

3 UNION SECURITY

3.1 Union Membership

3.1.1 Every probationary employee shall become a member of the Union by the pay period immediately following the completion of thirty (30) calendar days of employment.

3.1.2 All members shall remain as members of the Union as a condition of employment; provided that no employee shall be deprived of employment by reason of loss of Union membership for any reason other than failure to pay regular Union dues.

3.2 Union Dues

3.2.1 The dues formula for all employees shall be such amounts as determined by Article 10, Section 1, of the Constitution and By-laws of the Union.

3.2.2 The Board will deduct from the pay of each employee covered by this Agreement all regular Union dues and initiation fees as determined by the Union and will transmit the total amount so deducted to the Union; provided that each employee has signed a form, to be supplied by the Board, authorizing the said deduction. The form shall be substantially the form as provided for in Section 16(2) of the Labour Relations Code.

3.3 Union Representation

3.3.1 Employees have a right to have a shop steward present where the Employer may impose discipline.

3.3.2 The Employer will provide at least twenty-four (24) hours' notice of the meetings described above except in emergency situations, and the notice will include the subject, time and place of the meeting.

3.3.3 Performance and coaching meetings are not considered disciplinary, but may be used by the Employer to establish knowledge of an expected standard.

4 HOURS OF WORK

4.1 Hours of Work

4.1.1 Librarian

The normal work week shall be established on the principle of 37½ hours within a five (5) day week. The number of hours worked may be varied within the normal operating range of the Library, but no employee shall work more than an average of 37½ hours per week, calculated over a four (4) week period.

4.1.2 Clerical and Secretarial Employees

The normal work week shall be established on the principle of 35 hours within a five (5) day week. The number of hours worked may be varied within the normal operating range of the Library, but no employee shall work more than an average of thirty-five (35) hours per week calculated over a four (4) week period.

4.1.3 Janitorial Employees

The normal work week shall be established on the principle of forty (40) hours within a five (5) day week.

4.1.4 Weekend Opening

For Library Services on Saturdays or Sundays ("Weekend Day(s)"), the following conditions shall apply:

a) Subject always to the Employer's right to provide Library Services on Weekend Days with sufficient qualified employees, the Employer shall schedule employees to work on Weekend Days subject only to the following conditions:

   i. Regular Full-Time Employees and Regular Part-Time Employees shall not be required to work more than three (3) Weekend Days in a two (2) week period. Nothing in this Clause shall prevent the Employer from scheduling such an employee to work more than three (3) Weekend Days in a two (2) week period if the employee so desires.

   ii. The Employer will make a good faith effort to avoid schedule changes where possible and to minimize impact on members where changes cannot be avoided. Where the Employer determines the need to adjust an employee's Weekend Day schedule on an ongoing basis, the

adjusted schedule will be first offered in order of seniority to employees who express interest within the classification and across the Library branches who are qualified and able to perform the work. The adjusted schedule will be offered in writing and employees will have at least five (5) working days to express interest. If no employees volunteer, the adjusted schedule will be assigned to employees within the classification and Department or Branch in reverse order of seniority. The adjusted schedule will take effect at least four (4) calendar weeks following the notice of adjusted schedule.

"Qualified" for purposes of the above paragraph includes a requirement that the employee can assume the adjusted schedule without causing further scheduling changes (i.e. employee has a shift that can be switched).

b) Where, due to a Public Holiday, the Library is closed on a Saturday and/or a Monday, the Employer shall not open that Sunday immediately adjacent to the Public Holiday and shall schedule employees accordingly.

c) In the event the Employer elects to reduce Library open hours on Weekend Days at any or all branches, it shall provide the Union with a minimum of four (4) weeks' written notice. Upon notification the Parties shall meet to discuss terms related to implementation of the reduction.

d) In the event the Employer elects to extend Library open hours on Weekend Days at any or all branches, it shall provide the Union with a minimum of eight (8) weeks' written notice. Upon notification the Parties shall meet to discuss terms related to implementation of the extension.

e) Employees who work on a Weekend Day shall be paid a weekend premium of two dollars ($2.00) an hour for all hours worked.

4.1.5 Compressed Work Week or 9-Day Fortnight

a) An employee working a regular two-week schedule may opt in at any time to a compressed work week or a 9-day fortnight based on a 35, 37½ or 40-hour work week.

b) An employee who works a 9-day fortnight may opt out once a year to reverse their initial decision by providing written notice to the Employer on a prescribed form prior to November 1st for opting out for the first full pay period of the following year.

c) The principles governing the conversion of employee fringe benefits in cases of the introduction or renewal of compressed work weeks are set forth in Schedule "D" attached to this Agreement and which shall form a part of this Agreement.

4.1.6 Auxiliary Employees

Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a full-time employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.

4.2 Rest Periods

A ten (10) minute rest period shall be allowed during the first half of each working shift and a further ten (10) minute rest period during the second half. The Chief Librarian or designate will designate the time and the manner in which an employee's rest period may be taken.

4.3 Work Schedules

4.3.1 Subject to a) and b) below, work schedules shall be posted and shifts confirmed four (4) weeks in advance of the effective date. This does not limit schedulers from planning schedules and offering shifts beyond four (4) weeks in advance.

a) Employees subject to schedule change as provided for herein, or to fill non-scheduled vacancies resulting from short term absence for reason of sickness or other short term absences will have the option to decline the change for good and sufficient cause, provided, however, the job vacancy must be protected or filled by other employees if so required by the Chief Librarian or designate.

b) Employees desiring a change of work schedule or work location will be given favourable consideration by the Chief Librarian or designate provided the request is for good and sufficient reason and any job vacancy so created can be filled without undue cost or inconvenience to the Board.

4.4 Daily Guarantee

4.4.1 Subject to the provisions of paragraph 4.4.3 herein, an employee reporting for a scheduled shift on the call of the Board shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.

4.4.2 Subject to the provisions of paragraph 4.4.3 herein, an employee other than a secondary school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.

4.4.3 In any case where an employee

i. reports for a regular shift but refuses to commence work, or

ii. commences work but refuses to continue working,

the employee shall not be entitled to receive the minimum payments set forth in paragraphs 4.4.1 and 4.4.2.

4.4.4 The Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Regular Part-Time, Temporary Part-Time and Auxiliary Employees when attending staff meetings and/or training sessions to a maximum of two (2) occasions per employee per year. This paragraph 4.4.4 shall not apply on Saturdays, Sundays, or Public Holidays.

4.5 Callout

4.5.1 The following provisions shall apply to Regular Full-Time and Temporary Full-Time Employees:

a) Effective 2026 April 08, an employee who is called back to the worksite by the Board at any time after completing a regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 4.8.1, shall be paid at the rate of double (2X) the employee's normal rate of pay for the time actually worked and in addition thereto shall be paid one (1) hour at double (2X) the normal rate of pay for travelling time to and from home.

   Except as otherwise provided under this Clause 4.5.1 b) an employee who is called back to work under this Clause 4.5 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double (2X) the employee's normal rate of pay.

   Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double (2X) the employee's normal rate of pay for the time actually worked and an additional one (1) hour at double (2X) the normal rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double (2X) the employee's normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).

c) For the purposes of this Clause 4.5 a callout shall commence one-half (½) hour before actual commencement of work for which the employee was called back and terminate one-half (½) hour after actual completion of such work. The one-half (½) hour at the commencement and termination of the callout time is the travelling time allowed the employee hereunder.

d) An employee shall elect at the time of working such callout whether to be paid for it or instead to receive compensating time off, which shall be banked in accordance with the overtime provisions for Overtime 4.8.1 d).

e) Virtual Callout

Effective 2026 April 08:

A "virtual callout" is a callout where an employee is called back to work by the Board at any time after completing a regular shift and can perform the work over the phone or by computer without physically returning to a worksite to do the work.

An employee who receives a virtual callout shall be paid double (2X) the employee's regular rate of pay (i.e., hourly rate for their position) for a minimum of one (1) hour. Multiple phone or computer callouts within the one (1) hour period will be treated as one (1) event for the purpose of virtual callout pay. Continuous callout time worked over the initial one (1) hour minimum will be paid for actual time worked at double (2X) the employee's regular rate of pay (i.e., hourly rate for their position).

If fifteen (15) minutes have passed since the end of the one (1) hour minimum or continuous callout and another virtual callout occurs the employee will again be paid for one (1) hour minimum at double (2X) the employee's regular rate of pay (i.e., hourly rate for their position).

An employee will not be eligible for virtual callout should a physical return to the worksite result from notification, in which case the callout provisions of a), b), and c) will apply.

4.6 Standby

4.6.1 The following provisions shall apply to all employees:

a) Employees who are required by the Board to stand by for a call to work between the end of a normal day shift on the first (1st) day of work in a normal work week as defined in Clause 4.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's normal rate of pay for each period of eight (8) hours that the employee stands by as required by the Board in addition to any callout pay to which the employee may be entitled under Clause 4.5.

b) Employees who are required by the Board to stand by for a call to work at any time except employees who are required to stand by for a call to work under paragraph a) shall be paid one (1) hour's pay at the employee's normal rate of pay for each period of six (6) hours that the employee stands by as required by the Board in addition to any callout pay to which the employee may be entitled under Clause 4.5.

c) Where the period of time which an employee stands by under this Clause 4.6 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 4.6 for the remainder of the standby time unless the remainder is not more than one-half (½) of the standby period of six (6) hours or eight (8) hours (as the case may be)

in which event the premium payable to the employee for the remainder shall be one-half (½) hour's pay at the rate provided in this Clause 4.6.

d) An employee shall elect at the time of working such standby whether to be paid for it or instead to receive compensating time off, which shall be banked in accordance with the overtime provisions for Overtime 4.8.1 d).

4.7 Meal Periods

4.7.1 The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

a) During Overtime Worked Immediately Following or Immediately Preceding an Employee's Regular Shift

If an employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Clause 4.8.1 a) i or Clause 4.8.1 a) ii then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half (½) hour which the Board may permit the employee to begin at any time within the two (2) hour work period if the Board estimates that two (2) hours of overtime work will be required; provided however that, except in the case of an emergency, the meal period shall begin no later than the end of the two (2) hour work period. Upon the completion by the employee of three and one-half (3½) continuous hours of overtime work following the completion of the two (2) hour work period by the employee, the employee shall be given another paid meal period of one-half (½) hour which, except in the case of an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

b) During Callouts and Scheduled Overtime Worked Other Than Immediately Following or Immediately Preceding an Employee's Regular Shift

An employee who completes three and one-half (3½) continuous hours of overtime work at any time other than immediately following or immediately preceding the employee's regular shift after being called back to work by the Board under Clause 4.5 or after the commencement of overtime work previously scheduled by the Board under Clause 4.8.1 a) iii shall be given a paid meal period of one-half (½) hour which the Board may permit the employee to begin at any time within the three and one-half (3½) hour work period if the Board estimates that three and one-half (3½) hours of overtime work will be required; provided however that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half (3½) hour work period. Upon the completion by the employee of three and one-half (3½) continuous hours of overtime work following the completion of the three and one-half (3½) hour work period by the employee the employee shall be given another paid meal period of one-half (½) hour which, except in the case of an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

c) For each meal period given to an employee under Clause 4.7.1 a) or Clause 4.7.1 b) the employee shall be paid one-half (½) hour's pay at double (2X) the employee's normal rate of pay.

d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Clause 4.7.1 a) or Clause 4.7.1 b), it shall be taken as soon as practicable and in addition the Board shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period.

4.8 Overtime

4.8.1 Overtime - Regular Full-Time and Temporary Full-Time Employees

a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:

i. immediately following the employee's regular shift;

ii. immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift;

iii. at any other time than at the times set forth in paragraphs a) i or a) ii of this Clause 4.8.1 consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Clause 9, Public Holidays.

b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work scheduled by the Board under paragraph a) at the following overtime rates:

i. time and one-half (1½X) the standard rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;

ii. double (2X) the standard rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;

iii. double (2X) the standard rate of pay for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift on any regular working day of the employee. Employees shall be paid a minimum of one and one-half (1½) hours at double time (2X) for overtime worked pursuant to this paragraph b) iii.

c) For the purpose of computing overtime, leave of absence without pay shall not be considered as hours worked.

d) An employee shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked, and, subject to an employee's request to be granted

compensating time off being approved by the department head (or delegate) such employee shall be granted any portion of the compensating time off at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31 of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

4.8.2 Overtime - Regular Part-Time, Temporary Part-Time and Auxiliary Employees

a) Normal Hours - Regular Part-Time and Temporary Part-Time Employees

For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time and Temporary Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

b) Normal Hours - Auxiliary Employees

i. Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Clause shall be deemed to commence at 00:01 h on Monday morning and to end at 23:59 h on the immediately following Sunday).

ii. Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 6-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.

c) Overtime Rates – Auxiliary, Temporary Part-Time and Regular Part-Time Employees

Overtime rates will be paid on the following basis to all Auxiliary, Temporary Part-Time and Regular Part-Time Employees:

i. Time and one-half (1½X) for the first four (4) hours worked in excess of the normal daily hours in a day;

ii. Two times (2X) for hours worked beyond four (4) in excess of the normal daily hours in a day;

iii. In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 h on the sixth (6th) day of work in that week, two times (2X) for hours worked after 12:00 h on the sixth (6th) day, and two times (2X) for all hours worked on the seventh (7th) day of work in that week.

d) Notwithstanding paragraphs a), b) and c) above, where a Regular Part-Time, Temporary Part-Time or Auxiliary Employee is filling in for a Regular Full-Time Employee, their hours of work may be averaged pursuant to Clauses 4.1.1 and 4.1.2 and overtime shall be calculated as it applies to full-time employees. For example, overtime would not automatically be paid for time worked beyond five (5) days in a week.

5 VACANCIES

5.1 Vacancies

5.1.1 All staff vacancies shall be boarded for ten (10) calendar days and all eligible employees shall be permitted to apply. If the Chief Librarian or designate deem it necessary to fill the vacancy for the ten (10) day boarding period, this may be accomplished by employing a part-time or temporary employee without further boarding notice. Where an employee is successful on a temporary posting, the position left by the employee and subsequent positions are not required to be posted.

5.1.2 It is unnecessary to board vacancies for periods of less than sixty (60) days.

5.1.3 No posting is required for Page vacancies which may be filled as required by the Chief Librarian or designate.

5.1.4 Boarding notices shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, location(s), and anticipated length of any temporary assignment, if posted.

5.1.5 Maternity Leave absences which are expected to exceed sixty (60) days or longer shall be posted and the provisions of paragraph 5.1.1 herein shall apply.

5.1.6 Written Exercises and Pass/Fail Testing are drafted and marked by the same subject matter expert when possible.

5.1.7 The Employer will review vacant part-time non-benefit positions as they become vacant with the aim of creating additional part-time benefit positions or adding hours to existing part-time non-benefit positions as part of the annual budget process. The goal is that all existing part-time clerical, librarian, and BSW positions without benefits will be converted. This practice does not apply to page positions.

6 SENIORITY

6.1 Regular Full-Time, Temporary Full-Time, Regular Part-Time and Temporary Part-Time Employees

6.1.1 Regular Seniority Pool

a) A seniority pool will be established for Regular Full-Time, Temporary Full-Time, Regular Part-Time, and Temporary Part-Time Employees.

b) Access to the Regular Seniority Pool will be extended to:

i. All Regular Full-Time Employees upon completion of the probationary period.

ii. All Temporary Full-Time Employees upon completion of twelve (12) months of continuous service.

iii. All Regular Part-Time and Temporary Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.

iv. Upon qualifying for a Regular Seniority Pool, an employee will be credited with the employee's full period of service or all hours worked since the employee's first day of employment in one (1) or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time, Regular Part-Time, or Temporary Part-Time.

v. Effective 2026 January 08, Regular Part-Time and Temporary Part-Time Employees will receive one hundred percent (100%) credit towards their next vacation date up to a maximum of three (3) years credit.

6.1.2 Auxiliary Seniority Porting to Regular Full-Time and Regular Part-Time

Effective 2026 January 08:

a) Auxiliary Employees who have obtained auxiliary seniority, i.e., have worked one thousand one hundred (1,100) hours within two (2) consecutive calendar years, and who obtain a Regular Full-Time or Regular Part-Time position, shall upon successfully completing their probationary period, be credited with their full period of service as an Auxiliary Employee. For this purpose, each period of seven (7), seven and one-half (7½), or eight (8) hours worked, depending upon the normal hours for a position class, will equate to one (1) day's service.

b) Time worked will be credited to the regular seniority pool for layoff, recall, and boarding competition purposes only, and not for other benefits, with the exception of vacation which will be calculated based upon auxiliary seniority hours achieved. Employees will receive one hundred percent (100%) credit towards their next vacation date, up to a maximum of three (3) years credit.

c) Current Regular Full-Time Employees who formerly worked as Auxiliary Employees and who obtained seniority will also have their past auxiliary service credited for these same purposes.

6.1.3 Temporary Full-Time Service Porting to Regular Full-Time

a) A Temporary Full-Time Employee who becomes a Regular Full-Time Employee without a break in service exceeding twelve (12) months, shall upon successfully completing their probationary period, be credited with such service as a Temporary Full-Time Employee.

b) Time worked will be credited to the regular seniority pool for layoff, recall, and boarding competition purposes only, and not for other benefits, e.g. increments, etc.

c) Temporary Full-Time Employees will receive credit towards annual vacation entitlement based upon temporary full-time seniority achieved.

d) Current Regular Full-Time Employees who formerly worked as Temporary Full-Time Employees and who obtained seniority will also have their past Temporary Full-Time service credited for these same purposes.

6.1.4 Temporary Part-Time Service Porting to Regular Full-Time or Regular Part-Time

a) A Temporary Part-Time Employee who becomes a Regular Full-Time or Regular Part-Time Employee without a break in service exceeding twelve (12) months, shall upon successfully completing their probationary period, be credited with all hours worked as a Temporary Part-Time Employee.

b) Time worked will be credited to the regular seniority pool for layoff, recall, and boarding competition purposes only, and not for other benefits, e.g., increments, etc.

c) Current Regular Full-Time Employees who formerly worked as Temporary Part-Time Employees and who obtained seniority will also have their past Temporary Part-Time service credited for these same purposes.

6.1.5 Application of Seniority

a) Application of Skill, Knowledge and Ability

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the applicant concerned shall be the primary consideration, but where such qualifications are equal, length of service shall be the determining factor.

b) Trial Period Upon Promotion or Transfer

i. A promoted or transferred employee will be "on trial" during the first three (3) months of the promotion or transfer to determine suitability in the position. This period of time may be extended up to three (3) calendar months by mutual consent of both Parties in writing, which shall not be unreasonably denied. If an employee does not prove satisfactory in the new position, the employee shall be returned to the employee's former position without loss of seniority or salary in such former position.

ii. Where a promoted or transferred employee is absent during the three (3) month trial period, the three (3) month trial period shall be extended by the number of days absent.

c) Promotion or Transfer During Probationary Period

i. Newly hired employees promoted or transferred during their six (6) month probationary period will be required to fulfill the full probationary period before reaching permanent status, but in any event not less than three (3) months in the promoted or transferred status.

ii. Where a promoted or transferred employee is absent for ten (10) or more working days during the in-service probationary period, the in-service probationary period shall be extended by the number of days absent.

d) Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower positions.

e) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Board, the Board shall notify employees, who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

f) Recall

i. Employees shall be recalled to positions for which they are qualified, in the order of their seniority, either bargaining-unit wide or by branch or by class as the case may be.

ii. No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows.

iii. The Board shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Board shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Board's initial attempt to make contact or who refuses to report for work shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Board or, in extenuating circumstances, within two (2) weeks of the Board's initial attempt to contact the employee. Each employee on layoff will be responsible for keeping the Board notified of a current contact point through which the employee can be reached.

iv. An employee shall lose seniority and right of recall if continuously laid off from work for a period of more than twelve (12) consecutive months.

g) Rights of Employees Promoted Out of the Bargaining Unit

i. In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Board shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified.

ii. The employee being promoted out of the bargaining unit will only retain seniority rights for a period of three (3) years. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Board.

iii. Where a Regular-Full Time or Temporary Full-Time employee is successful on a temporary full-time posting outside of the bargaining unit, that position left by the Regular Full-Time or Temporary Full-Time employee will be posted on a temporary full-time basis; subsequent positions are not required to be posted. Where the Board decides to fill such positions on an acting in a senior capacity basis, first consideration shall be given to Regular Full-Time employees.

h) In the event of an employee being retired from the Library from a position for which the Union had bargaining authority at the time of the retirement and included in this Union contract, then that employee loses all bargaining unit rights including seniority and would be considered an external candidate for future opportunities in the bargaining unit.

i) Appointments to Regular Full-Time, Temporary Full-Time, Regular Part-Time and Temporary Part-Time positions listed in Schedule “H” shall be determined by seniority as defined by the greatest length of service in the specific posted job. These appointments shall be subject to the successful passing of the skill test(s) applicable to the classification, that they are not currently subject to a performance management plan, and have no discipline or recorded safety infractions in the previous eighteen (18) months.

6.2 Auxiliary Employees

6.2.1 A Seniority Pool will be established for Auxiliary Employees.

6.2.2 Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees as follows:

a) As soon as an Auxiliary Employee has worked one thousand one hundred (1,100) hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary Seniority List and will be deemed to possess seniority.

b) Upon gaining entry onto the Auxiliary Seniority List, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.

c) An employee who has gained entry onto the Auxiliary Seniority List, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.

d) An Auxiliary Employee's seniority will be lost as the result of a continuous break in service with the Board which exceeds one (1) year.

e) Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.

f) Auxiliary class seniority is to be exercised bargaining-unit wide.

g) In the event of a layoff of Auxiliary Employees within a class, those employees having greatest seniority within the class shall be the last ones laid off and shall be recalled in the order of seniority (the most senior qualified recalled first).

h) Except in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Board, the Board shall notify Auxiliary Employees, who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

i) Other than as might be provided for pursuant to the terms of paragraph g) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.

j) An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Board for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.

k) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Board and both the applicant and the Union will be provided with a copy by way of receipt.

l) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, such employee shall be taken into consideration for appointment to a position within such new class on the basis of the employee's skills, knowledge and ability, and in any case where there is no registered applicant

possessing seniority in the new class in question, and where the employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then

i. if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.

ii. if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Board shall be appointed.

7 CLASSIFICATION AND PAY

7.1 Classification and Evaluation of Positions

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the Job Evaluation Letter of Understanding made between the Board and the Union dated 2023 January 19.

Regular Full-Time and Regular Part-Time employees are eligible to submit a reclassification at any time; however, a classification review cannot be resubmitted within a twelve (12) month period unless there has been significant change to the duties of the position as determined by the Employer. In the event the Union does not agree with the valuation of the position they will have access to the grievance process as outlined in this agreement.

7.2 Rates of Pay and Increment Dates

7.2.1 The rates of pay for each class shall be as set out in the Schedules attached to this Agreement except for those classes which have been established or revalued subsequent to that date, in which cases the rates of pay shall be effective as of the date of establishment or revaluation.

7.2.2 In-service pay adjustments arising from reclassifications shall be processed based on the “Request for Reclassification” form date. The resulting pay adjustments arising from reclassification will be processed as a step-to-step adjustment.

7.2.3 In-service pay adjustments arising from promotions or salary increments shall be processed to the day on which they are earned. In-service pay adjustments arising from reclassifications and revaluations shall be processed based on the date the completed “Request for Reclassification” form has been signed and submitted to the Compensation Division.

7.2.4 In-service pay adjustments arising from promotions or salary increments shall be processed to the day on which they are earned.

7.3 Pay for Acting in a Senior Capacity

7.3.1 On every occasion that a Library employee is temporarily required to accept the responsibilities and carry out the duties incident to a position which is senior to the position which the employee normally holds, the employee shall be paid for every hour, subject to a four (4) hour minimum, that the employee carries out the duties of the senior position at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range of the senior position.

7.3.2 For the purpose of this Section, appointments of employees to a level of higher responsibility must be authorized in writing by the Chief Librarian or designate.

7.4 Bonus Pay for Split Shifts

When employees, as defined in Clauses 4.1.1 and 4.1.2, are required to split their shift, such employees shall be paid at their regular rate of pay or overtime (as the case may require) for the hours so worked, and an additional two (2) hours at straight time by way of a bonus for having to work a split shift, or time off in lieu.

7.5 Shift Differential

Effective 2026 April 08:

7.5.1 All clerical employees (including Pages) who work after 18:00 h shall be paid a shift differential of one dollar ($1.00) per hour for those hours worked between 18:00 h and the end of their shift on that day.

7.5.2 All Building Service Workers shall be paid a shift differential of one dollar ($1.00) per hour for those hours of a regular shift so worked by such employee outside the exempt hours of work; provided, however, that if more than one-half (1/2) of the hours of the regular shift so worked fall outside the exempt hours of work, the shift differential shall be applied to the hours worked in the entire regular shift. For the purpose of this Clause 7.5, exempt hours of work means the normal hours of work which are defined as 08:30 h to 16:30 h together with the hour immediately preceding and the hour immediately following such normal hours of work. That is, the exempt hours of work shall be those hours from 07:30 h to 17:30 h.

7.5.3 All Librarian employees shall be paid a shift differential of one dollar ($1.00) per hour for the hours worked between 18:00 h and the end of their shift on that day.

7.6 Pay on Transfers and Promotions

In the event a Board employee is transferred or promoted to a higher rated position, if such position or classification has a salary range, the employee shall receive the next step in the salary range immediately above the rate the employee received in the former position. If the position or classification has only a wage rate, the promoted or transferred employee shall receive the rate for the position providing there is no reduction in wage rate or salary.

7.7 Increments - Regular Part-Time and Temporary Part-Time Employees

Regular Part-Time and Temporary Part-Time Employees will be advanced to the next increment in their category after they have acquired an equivalent number of working hours as would otherwise be required before advancing as a full-time employee in that classification or category.

7.8 Special Benefit

All Regular Full-Time and Temporary Full-Time Employees who have completed a probationary period of six (6) months of service will receive one and one-half percent (1½%) of the basic hourly salary, which amount shall be added to the basic hourly salary.

7.9 First Aid Premiums for Designated Holders of Occupational First Aid Certificates

7.9.1 Employees who are required by the Board to perform first aid duties in addition to their normal duties and who hold a valid Occupational First Aid Certificate shall be paid a premium in accordance with the certificate required by the Board as follows:

	Regular & Temporary Full-Time Employees	Regular Part-Time, Temporary Part-Time & Auxiliary Employees
Intermediate First Aid	$125 per month	80¢ per hour
Advanced First Aid	$145 per month	95¢ per hour

7.9.2 The Board will pay course fees for the Intermediate or Advanced First Aid course for employees who are required to have such certification.

7.10 Derivation of Bi-Weekly and Monthly Rates

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

hourly rate X bi-weekly hours = bi-weekly rate (taken to 2 decimal places)

$$\frac{\text{bi-weekly rate X 26.089}}{12} = \text{monthly rate (taken to the nearest dollar)}$$

7.11 Overpayment of Salary and Allowance

7.11.1 The overpayment represents a debt to the City and where an error has resulted in an overpayment in an employee's basic salary, premium rates or allowances it may be rectified in total or retroactively for a period not intended to exceed one (1) year from the date on which the error was discovered.

7.11.2 The employee shall be provided with one (1) month notice of the City's intent to recover any excess payment. The notice shall specify the amount, period and reason for the overpayment and the options available for repayment.

7.11.3 The overpayment is repayable in full by personal cheque(s) or the employee may authorize a bi-weekly payroll deduction.

7.11.4 The repayment period shall not exceed twelve (12) months. Where the employee involved has indicated hardship, the City and Union will meet to agree upon the repayment schedule.

7.11.5 If the employee terminates employment prior to repayment in full, the City will have the right to recover the outstanding balance.

7.11.6 In cases where the error is a substantive amount that should be apparent to the employee and there was no attempt to have the error corrected, the City may go as far back as the first time the mistake was made regardless of the time frame involved.

7.12 Safety Work Boot Allowance

7.12.1 Regular Full-Time Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be reimbursed two hundred dollars ($200.00) every twenty-four (24) months.

7.12.2 Regular Part-Time, Temporary Full-Time, Temporary Part-Time and Auxiliary Employees who have worked one thousand two hundred (1,200) hours within two (2) consecutive calendar years shall be eligible for the Safety Work Boot Allowance without any proration of the allowance.

7.13 Language Premium

When an employee is required and authorized by the employer to use a language other than English, the employee shall be paid one (1) pay grade premium in addition to the employee's rate of pay. The employee shall be compensated for the time so spent with a minimum of one (1) hour. This premium is not applicable to situations when an employee is dealing with the public during the course of their regular work.

8 VACATIONS

8.1 Annual Vacation Entitlement

Paid annual vacation for Regular Full-Time and Temporary Full-Time Employees shall be allowed as follows:

8.1.1 Librarian

Shall receive twenty-two (22) working days of annual vacation and thirty (30) working days of annual vacation during the twenty-eighth (28th) and all subsequent calendar years of service. In case of employment commencement and termination, be granted a prorated settlement as follows:

a) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of twenty-two (22) working days for each month or portion of a month greater than one-half (½) worked by December 31.

b) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination, or at that percentage of wages earned during the calendar year set by the "Employment Standards Act", whichever is greater.

c) "Calendar year" shall mean the twelve (12) month period from January 1 to December 31 inclusive.

d) In all cases of termination of service for any reason adjustment will be made for any overpayment of vacation.

8.1.2 Other Employees

a) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (½) worked by December 31.

b) Fifteen (15) working days of annual vacation during the second (2nd) up to and including the seventh (7th) calendar year of service.

c) Twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.

d) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service.

e) Thirty (30) working days of annual vacation during the twenty-fourth (24th) and all subsequent calendar years of service.

f) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination, or at that percentage of wages earned during the calendar year set by the "Employment Standards Act", whichever is greater.

g) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1 to December 31 inclusive.

8.1.3 Regular Part-Time and Temporary Part-Time Employees

While Regular Part-Time and Temporary Part-Time Employees are compensated a percentage of earnings in lieu of vacation, they will be eligible to take up to fifteen (15) shifts of unpaid vacation leave in a calendar year. These shifts cannot be accrued or banked for use in future years.

8.2 Annual Vacation Deferment

8.2.1 An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

a) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns such vacation, and

b) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 8.2 shall be twenty (20) working days.

8.3 Early Retirement

8.3.1 An employee entitled to twenty (20) or more days of annual vacation shall be entitled to defer up to five (5) days per year of such vacation into an Early Retirement Bank.

8.3.2 An employee entitled to thirty (30) or more days of annual vacation shall have ten (10) days deferred per year of such vacation into an Early Retirement Bank.

8.3.3 Such deferred vacation may only be taken immediately prior to retirement.

8.3.4 The Board may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

8.3.5 At the commencement of the sixteenth (16th) calendar year of service, Librarians shall be entitled to defer up to five (5) days per year of annual vacation into an early retirement bank.

8.4 Supplementary Vacation Entitlement

8.4.1 Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Clause 8.1:

a) Each employee upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service in 1978 or in any subsequent year, shall thereupon become entitled to five (5) working days of supplementary vacation.

b) It is understood between the parties that each employee shall become entitled to the supplementary vacation under this Clause 8.4 on the first day of January in the year in which the employee qualifies for such supplementary vacation.

c) An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "B" for the purposes of clarification).

8.5 Vacation Pay Rates and Adjustments

8.5.1 All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid their annual vacation pay at their respective regular or classified rates of pay.

8.5.2 As soon as possible following December 31 in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar ($1.00).

8.5.3 In all cases of terminations of service for any reason other than as provided for in Clause 8.5.4, or death in service, adjustment will be made for any overpayment of vacation.

8.5.4 Vacation in the Year of Retirement

Any regular employee:

i. who has reached minimum retirement age as defined in the Municipal Pension Plan and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or

ii. whose age and years of service with the Board total eighty (80) years or more;

shall be entitled to receive full annual vacation on termination of employment for any reason except culpable conduct.

8.5.5 All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.

8.6 Long Service Leave for Librarians

Upon commencing the sixteenth (16th) calendar year of service, a Librarian shall be entitled to paid long service leave of six (6) working days in addition to the annual vacation entitlement set forth in Clause 8.1.1 a). Employees must have used up their paid long service leave prior to the commencement of their twenty-eighth (28th) calendar year of service.

9 PUBLIC HOLIDAYS

9.1 Regular Full-Time and Temporary Full-Time Employees

9.1.1 Basic Entitlement

All Regular Full-Time and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.

Should the Government of the Province of British Columbia and the Government of Canada declare statutory holidays on different days for the same purpose, only one (1) day will be observed at the discretion of the Employer.

PROVIDED THAT:

a) Day Proclaimed in Lieu of Saturday or Sunday

Whenever one (1) of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them

in the absence of the other, proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

b) No Day Proclaimed in Lieu of Saturday or Sunday

Whenever one (1) of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the Board shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

i. one (1) day's pay at the employee's regular rate of pay, or

ii. a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in Clause 9.1.1.

9.1.2 Termination of Service

In the case of an employee's termination of service for any reason, adjustment will be made for any over-compensation provided under Clause 9.1.1 b) ii.

9.1.3 Advance Notice

Prior to the posting of any notice advising the employees of their entitlement under Clause 9.1.1 a) herein, the Board will afford the Union an opportunity to discuss the substance of the notice.

9.1.4 Employees Who Normally Work on Public Holidays

a) Subject to paragraphs b) – d) herein, the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays:

i. if an employee whose duties normally require the employee to work on public holidays is required to work on any public holiday as provided in Clause 9.1.1 which falls on or is observed on any day from Monday to Friday inclusive, then the employee shall be paid the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½X) times the number of hours worked on that public holiday;

ii. if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this paragraph a), then in lieu of such holiday the employee shall be paid the regular rate for the holiday plus double (2X) the hourly rate of pay of the employee computed on the basis of the employee's normal working hours on such day off;

iii. time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this paragraph a) shall not be treated as overtime except as provided in Clauses 4.8.1 a) and b) (e.g. where an employee covered by this Clause 9.1.4 whose standard work day is seven (7) hours, works for ten (10) consecutive hours on a public holiday or on the day off given to that employee in lieu of a public holiday, that employee shall be paid time and one-half (1½X) the standard rate of pay for the eighth (8th) and ninth (9th) hours of work and double (2X) the standard rate of pay for the tenth (10th) hour of work).

b) Whenever a public holiday defined in Clause 9.1.1 falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in paragraph a) herein, be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

c) Notwithstanding anything contained in Clause 9.1.1 or paragraph a) herein prior to the beginning of any calendar year the Board and the Union may agree that whenever a public holiday defined in Clause 9.1.1 falls on a Saturday or Sunday, those employees referred to in paragraph a) herein shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

d) For the purposes of paragraphs b) – d) herein, "public holiday premium pay" means the equivalent compensation paid to employees referred to in paragraph a) herein for working on a public holiday defined in Clause 9.1.1 which falls on or is observed on any day from Monday to Friday.

e) An employee (except an employee governed by paragraph a) herein) who is required to work on a public holiday defined in Clause 9.1.1 which falls on or is observed on any day from Monday to Friday inclusive shall be paid the employee's normal rate for the said holiday plus double (2X) the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

9.2 Regular Part-Time, Temporary Part-Time and Auxiliary Employees

A Public Holiday will be treated as a normal working day for all Auxiliary, Regular Part-Time and Temporary Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

10 EMPLOYEE BENEFITS

10.1 Medical Services Plan

10.1.1 Regular Full-Time and Temporary Full-Time Employees shall be entitled to be covered under the Medical Services Plan commencing the first (1st) day of the calendar month following the date of employment.

10.1.2 The Board shall pay one hundred percent (100%) of the premiums required by the Plan.

10.2 Dental Services Plan

10.2.1 Regular Full-Time Employees who have completed the probationary period of six (6) months, as described in Clause 2.2, and Temporary Full-Time Employees who have completed such probationary period and an additional six (6) months' service, shall be entitled to be enrolled in the Dental Services Plan and to be covered effective the first (1st) day of the calendar month following completion of the required period of service.

10.2.2 A spouse, dependent children to age twenty-one (21), and dependent children over age twenty-one (21) in full-time attendance at a recognized school or college shall be covered as employee dependents.

10.2.3 Dental services will be covered in accordance with the Plan as follows:

Plan "A" – 90%	diagnosis, prevention, surgery, restorations, denture repairs, endodontics, gum treatment and white fillings
Plan "B" – 70%	crowns, bridges and partial or complete dentures
Plan "C" – 50%	orthodontic coverage, fifty percent (50%) to a maximum benefit of four thousand five hundred dollars ($4,500) per person per lifetime (adults and children) with immediate coverage on the effective date and no run-off on termination of the Plan

10.2.4 The Board shall pay one hundred percent (100%) of the premiums required for the Plan.

10.3 Extended Health Benefits Plan

10.3.1 Regular Full-Time Employees and Temporary Full-Time Employees who have completed the probationary period of six (6) months shall be entitled to enroll and to be covered effective the first (1st) day of the calendar month following such period.

10.3.2 A spouse, dependent children to age twenty-one (21), and dependent children over age twenty-one (21) in full-time attendance at a recognized school or college, shall be covered as employee dependents.

10.3.3 Effective January 1, 2026, the Plan shall reimburse employees at the rate of eighty percent (80%) of insured eligible expenses after a deductible of fifty dollars ($50.00) per family per year.

The Plan has a lifetime maximum of two million dollars ($2,000,000.00) per person and includes, among other benefits:, coverage for eye exams to a maximum payable of one hundred twenty-five dollars ($125.00) when performed by a Physician or legally authorized optical provider per person every two (2) years, vision care with a maximum payable of four hundred fifty dollars ($450.00) per person in a twenty-four (24) month period, laser eye surgery with a lifetime maximum payable of seven hundred fifty dollars ($750.00) per eye when performed by a Physician or legally authorized optical provider, hearing aids (excluding batteries, recharging devices and other such accessories) and repairs to a maximum of two thousand dollars ($2,000.00) per sixty (60) months, diabetic equipment and supplies, orthopedic shoes and orthotics (coverage in the amount of one (1) pair every three (3) years), ostomy, clinical psychologist, registered counsellor, social worker (coverage in the amount of two thousand five hundred dollars ($2,500.00) per calendar year), speech therapy (coverage in the amount of one thousand dollars ($1,000.00) per calendar year), chiropractor and acupuncture (coverage in the amount of seven hundred fifty dollars ($750.00), massage practitioner and physiotherapist (combined coverage in the amount of two thousand dollars ($2,000.00) per calendar year) and the Nicotine Patch with a three hundred fifty dollars ($350.00) lifetime maximum, all subject to the provisions of the Plan.

10.3.4 The Plan shall reimburse drug expenses based upon mandatory generic pricing, except where the employee's physician provides confirmation of no generic substitution on the prescription.

10.3.5 The Board shall pay one hundred percent (100%) of the premiums required for the Plan.

10.4 Disability Benefits

RFT, TFT and RPT (who elect to receive benefits) and TPT (who elect to receive benefits) shall be entitled to employer paid MTD and LTD coverage immediately following completion of six (6) months of probationary employment with the City. Where a probationary employee is absent during the probationary period, the probationary period shall be extended by the total number of days absent.

10.4.1 Employer Paid Short Term Sick Leave

RFT, TFT and RPT (who elect to receive benefits) and TPT (who elect to receive benefits) shall be entitled to paid sick leave coverage immediately following completion of ninety (90) consecutive calendar days of employment with the City as follows:

a) The Employer will credit employees with twenty (20) working days paid by the Employer at the start of the year for a period during which the employee is absent from work due to sickness, accident, disability, or attending specialist medical appointments. These paid days will be pro-rated for employees that commence employment with the City after January 1 as described in section b). Employees are eligible to use partial paid sick days as needed. This sick leave benefit will be credited in hours based on an employee's regular weekly work schedule and paid at the employee's regular boarded hourly rate (e.g. if regular weekly work schedule is Monday to Friday, 35 hours,

then twenty (20) working days will equal a credit of 140 hours, which will be paid at the employee's regular boarded hourly rate).

b) Employees immediately receive five (5) employer paid sick leave days when they achieve 90 days of continuous employment in accordance with the *B.C. Employment Standards Act*, and thereafter in the first calendar year of employment, paid sick leave will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (1/2) worked by December 31. Upon the start of their second calendar year (January 1) they will receive the entire bank.

c) The Employer may request supporting medical documentation confirming the employee is absent due to sickness, accident, disability, or attending specialist medical appointments. In cases where the Employer requests medical documentation, the Employer will pay the cost of the supporting documentation up to a maximum amount as outlined in the Doctors of BC; Revised Fees for Uninsured fee code A00060; Written certificate, including time loss benefit form (extra to examination), etc. The maximum cost is subject to change by the Doctors of BC who determine and set these guidelines.

d) An employee who has used the maximum paid sick leave in the calendar year is not eligible for any further paid sick leave and must wait fourteen (14) calendar days prior to being eligible for Medium Term Disability Benefits.

e) An employee who has used the maximum paid sick leave in the calendar year may elect to use any of their accrued and unused paid time off credits during the fourteen (14) calendar day Medium Term Disability waiting period.

f) If employees have not used all of their paid sick time at the end of the calendar year, a maximum of five (5) unused paid sick days shall be carried over to a deferred sick day bank which shall not expire. The maximum number of days eligible in the deferred sick bank will be five (5) days per calendar year. Any remaining unused annual paid sick leave days will not be carried over to subsequent years and will not be paid out.

g) At no point in time shall an employee have more than 25 days combined in their annual and deferred sick leave banks.

10.4.2 Occupational Injury Time Loss (WorkSafeBC)

After six (6) months of probationary employment, as defined in Clause 2.2, RFT, TFT and RPT (who elect to receive benefits) and TPT (who elect to receive benefits) shall be paid for time loss from the second day onwards in an amount which will achieve the member's regular boarded hourly rate, less required deductions.

Employees who do not satisfy the above criteria will be paid directly by WorkSafeBC as per the standard practices for WorkSafeBC.

The City will pay the first day or part day of time loss due to an occupational injury at regular gross pay.

During the period of disability, applicable City/employee benefit contributions will continue to be made by the City.

Should WorkSafeBC not accept an employee's claim, then if appropriate medical from a qualified medical practitioner is provided, employee may be entitled to paid short term sick leave retroactively. For Medium Term Disability or Long Term Disability, the Provider would need to review each claim for a decision on disability entitlement.

10.4.3 Medium Term Disability Benefits

a) Benefit Amount – A Disabled employee shall be paid Medium Term Disability Benefits equal to 90% of the Disabled employee's regular gross monthly earnings, reduced by any benefits the employe receives from the following sources:

   i) Any Workers' Compensation Act or coverage or similar legislation;

   ii) Disability benefits payable by the Canada/Quebec Pension Plan (excluding dependent benefits and future cost of living adjustments); and

   iii) Any amount of disability income provided by any compulsory act or law.

b) Benefit Duration – Medium Term Disability Benefits commence on the expiration of 14 days of absence due to disability and continue to the earlier of either the date the employee is no longer Disabled and fifty (50) weeks.

c) If an employee in receipt of Short Term Sick Leave or Medium Term Disability returns to full-time employment then the disability will be considered as a new disability if it occurs one hundred and twenty (120) or more calendar days after the employee has returned to full-time employment.

10.4.4 Long Term Disability Benefits

a) Benefit Amount – A Disabled employee shall be paid Long Term Disability Benefits equal to 67% of the Disabled employee's regular gross monthly earnings to a **maximum benefit of $7,000 a month** reduced by any benefits the employee receives from the following sources:

   i) Any Workers' Compensation Act or coverage or similar legislation;

   ii) Disability benefits payable by the Canada/Quebec Pension Plan (excluding dependent benefits and future cost of living adjustments); and

   iii) Any amount of disability income provided by any compulsory act or law.

Provided however that the Long Term Disability Benefits payable under this Plan shall be Indexed annually in accordance with the annual general increase in wage rates for the Disabled employee's pre-Disability employee classification.

b) Benefit Duration – Long Term Disability Benefits shall commence on the expiration of Medium Term Disability Benefits and shall continue to the earliest of:

   i) The date the employee is no longer Disabled under the Plan;

   ii) The employee's death; or

   iii) The Maximum Benefit Payment Period.

"Maximum Benefit Payment Period" means a Benefit Payment Period as defined herein but not beyond the earlier of:

a) The employee's minimum retirement age as defined in the Municipal Pension Plan (age 60); and

b) The age at which the employee is able to receive an immediate annuity payable without reduction in their accrued Municipal Pension Plan pension benefit; and

c) Twelve (12) years from the commencement of disability which is inclusive of Short-Term Sick Leave, Medium Term Disability and Long-Term Disability.

Conditions of Payment

Benefits will be payable while the employee is disabled. An employee shall be considered to be disabled if they satisfy any of the following conditions:

Medium Term Disability "Disabled" means a restriction or lack of ability due to an illness or injury which prevents the employee from engaging in and performing the essential duties of their own occupation.

Long Term Disability "Disabled" means a restriction or lack of ability due to an illness or injury which prevents the employee from engaging in and performing the essential duties of:

a) The employee's own occupation, during the first thirty-six (36) months from the commencement of their Disability; and

b) Any occupation or employment for wages or compensation for which the employee is, or could become, reasonably qualified by education, training or experience after the period specified in a).

10.4.5 Appeals

Any denial of a claim for benefits under the Disability Plan shall be communicated in writing with full reasons for the denial to the employee. Any denial of a claim under the Disability Plan shall be subject to a fair appeal process which shall include:

a) The option of the employee to be represented by a representative of their choosing;

b) Full disclosure of the employee's claim file to the employee and/or their representative will be made available (including the Provider's internal communications and assessments); in accordance with privacy legislation that governs the Provider;

c) Timelines which allow for a full review of the disclosure before providing appeal submissions;

d) Timelines which allow for the employee to request and obtain medical evidence in support of the appeal;

e) The City will reimburse for the cost of additional medical information provided in support of a successful appeal to a maximum of $500.00;

f) A written submission by the employee requesting an appeal based on the Provider's standard appeal process which will include the reasons for the appeal and any new or additional medical information to support the appeal; and

g) The appeal shall be decided and communicated by a representative of the Provider who was not involved in the claim processing or initial claim denial. Appeal decisions shall be communicated in writing with sufficient reasons for the decision.

h) The Provider's appeal decision will be subject to the provisions of Article 16 (Grievance Process) of the Parties Collective Agreement.

10.5 Group Life Insurance

Regular Full-Time Employees and Temporary Full-Time Employees who have completed six (6) months' probationary employment shall be entitled to Group Life Insurance as follows:

a) Group Life Insurance calculated on the basis of two times (2X) regular gross earnings (minimum coverage of fifty thousand dollars ($50,000.00)).

b) The Board shall pay one hundred percent (100%) of the cost of the Group Life Insurance.

10.6 Optional Additional Life Insurance

The following Optional Additional Life Insurance will be made available to Regular Full-Time Employees and Temporary Full-Time Employees who have completed six (6) months' probationary employment and/or their spouses:

a) Life Insurance in units of ten thousand dollars ($10,000.00) to a maximum of five hundred thousand dollars ($500,000.00) for employees and two hundred thousand dollars ($200,000.00) for a spouse on any one (1) life.

b) Premiums to be paid one hundred percent (100%) by employees by payroll deduction at rates that are competitive with market rates. Premium levels to be reviewed from time to time in conjunction with negotiations for renewal of the Collective Agreements. Premium levels are subject to change by the Carrier upon appropriate written notice.

c) Evidence of insurability to require a short form questionnaire. No medical examination will be required and the applicant will either be accepted or rejected at the time of application.

d) No percentage participation required of the group.

e) An exclusion will be a two (2) year suicide clause.

f) Spousal coverage will be available whether or not the employee participates, on the same terms as for the employee to a maximum of two hundred thousand dollars ($200,000.00).

g) There shall be a conversion privilege pursuant to the Plan.

10.7 Requalifying for Benefits - Temporary Employees

When a previous Temporary Full-Time or Temporary Part-Time Employee is rehired, within one (1) year of the conclusion of their Temporary Full-Time or Temporary Part-Time employment, the employee shall not have to repeat the qualifying periods for any of the Medical, Extended Health, Dental or Group Life insurance benefits that the employee previously qualified for. The employee shall be reinstated on the applicable benefits the first of the month following the date of rehire. Any benefits that the Temporary Full-Time Employee or Temporary Part-Time Employee had not previously completed the qualifying period for shall be reserved in full.

10.8 Benefit Coverage for Spouses of Any Gender

For the purposes of Medical, Extended Health, and Dental benefits, spouse means the employee's legal spouse or common-law partner (of any gender) who has been living with the employee for not less than twelve (12) months.

10.9 Group RRSPs

The Employer agrees to facilitate the deductions for a Group RRSP by making arrangements for contributions to be made by payroll deduction.

10.10 Direct Deposit

All employees shall be enrolled in the direct deposit system.

10.11 Benefits During Layoff

10.11.1 Temporary Full-Time and Regular Full-Time Employees who have gained seniority rights and who are laid off from employment due to lack of work shall be entitled to leave without pay status until the end of the calendar month following the month during which layoff occurs, for purpose of continuing coverage under the Employee Benefit plans on which they have been enrolled, e.g., Medical Services Plan, Extended Health, Dental Plan, Group Life Insurance, Long Term Disability Plan, and Optional Additional Life Insurance coverage.

10.11.2 The Board agrees to ensure that such leave without pay status and benefit coverage continues in effect at the employee's cost during such period, provided that such cost is paid in advance by or recovered from the employee concerned.

10.12 Benefits During Strike or Lock-Out

In the event of a strike or lock-out, the Board agrees to continue payment of applicable benefit premiums of the Local 23 members for the Medical Services Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance, Long Term Disability Plan and Optional Additional Life Insurance premiums during the strike or lock-out and the Union agrees to reimburse the Board for one hundred percent (100%) of such premium costs. The Long Term Disability premiums shall be based on the previous year's premium experience.

10.13 Benefits for Regular Part-Time, Temporary Part-Time and Auxiliary Employees

10.13.1 Auxiliary Employees shall be paid an amount (hereinafter called "the employee benefit compensation") equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including those providing time off with pay, such as compassionate leave (hereinafter called "employee benefits") set forth in Clauses 8 Vacations, 9 Public Holidays, 10 Employee Benefits and Clause 11.3 Compassionate Leave - Regulations and Procedure, of this Agreement, provided however that the employee benefit compensation of those Auxiliary Employees who have gained entry onto the auxiliary seniority list shall be increased to sixteen percent (16%) of their regular earnings.

10.13.2 Regular Part-Time and Temporary Part-Time Employees who have worked at least nine hundred thirteen (913) hours (thirty-five (35)-hour work week positions), nine hundred seventy-eight (978) hours (thirty-seven and one-half (37.5)-hour work week positions) or one thousand forty-four (1,044) hours (forty (40)-hour work week positions), and regularly work at least twenty (20) hours each week shall be given the option of receiving employee benefits or being paid an amount equal to sixteen percent (16%) of their regular earnings in lieu of employee benefits. Eligible Regular Part-Time and Temporary Part-Time Employees shall be entitled to the benefits set forth in paragraph 10.12.3 herein, notwithstanding their election to be paid a percentage of regular earnings in lieu of employee benefits. An eligible Regular Part-Time and Temporary Part-Time Employee who has exercised such option shall have a one-time opportunity to reverse their initial decision within six (6) months of selection of the option.

In the case of a major life event (birth, adoption, marriage, divorce or death) the eligible Regular Part-Time and Temporary Part-Time employee shall have thirty-one (31) days from the date of the major life event to apply for coverage.

A Regular Part-Time and Temporary Part-Time Employee who elects to receive employee benefits shall be provided with benefits as follows:

a) Compensation for vacation and public holidays to be calculated at ten percent (10%) of earnings and added to regular pay.

b) Short Term Sick Leave, Medium Term Disability and Long Term Disability Benefits per Clauses 10.4 and 10.4.1 to be based on the percentage that the hours worked bears to full-time scheduled hours, subject to paragraph c) herein.

c) In the event of absence due to occupational injuries, Clause 10.4.2 shall apply.

d) The Board shall pay one hundred percent (100%) of the premium costs of the Dental Plan, Extended Health Benefits and Group Life Insurance.

e) The employee shall pay one hundred percent (100%) of the premium cost of the Medical Services Plan, if applicable.

10.13.3 Regular Part-Time and Temporary Part-Time Employees who have worked at least nine hundred thirteen (913) hours (thirty-five (35)-hour work week positions), nine hundred seventy-eight (978) hours (thirty-seven and one-half (37.5)-hour work week positions) or one thousand forty-four (1,044) hours (forty (40)-hour work week positions), shall be entitled on a prorated basis to the same benefits as Regular Full-Time Employees are entitled to, namely: Compassionate Leave, Maternity Leave, Adoption Leave, Court Attendance and Jury Duty; provided however that if a Regular Part-Time or Temporary Part-Time Employee has elected to be paid an amount equal to sixteen percent (16%) of regular earnings in lieu of employee benefits the employee shall not be paid sixteen percent (16%) of regular earnings when on unpaid leave of absence.

10.13.4 Regular Part-Time and Temporary Part-Time Employees who have worked less than nine hundred thirteen (913) hours (thirty-five (35)-hour work week positions), nine hundred seventy-eight (978) hours (thirty-seven and one-half (37.5)-hour work week positions) or one thousand forty-four (1,044) hours (forty (40)-hour work week positions), shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of employee benefits and Regular Part-Time and Temporary Part-Time Employees who have worked at least nine hundred thirteen (913) hours but have not elected to receive employee benefits shall be entitled to receive an amount equal to sixteen percent (16%) of regular earnings in lieu of employee benefits. Eligible Regular Part-Time and Temporary Part-Time Employees shall be entitled to the benefits set forth in paragraph 10.12.3 herein notwithstanding their election to be paid a percentage of regular earnings in lieu of employee benefits.

10.14 Continuation of Pension Contributions

Where, due to a layoff, a full-time employee has had their hours of work reduced and their employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Board and the employee shall be made on the basis of the new hours worked and are subject to the requirements of the Municipal Pension Plan.

10.14.1 Pension "Buy-Back" Provision

a) Subject to the qualifying provision contained in Section 9(1) of the Municipal Pension Plan, the Board agrees to participate in such contributions as are necessary to extend pensionable service of an employee covered by this Agreement up to a maximum of six (6) months. The said extension to represent that time served by the employee in a probationary capacity with the Board which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

   i. An employee must have a vested interest in the Municipal Pension Plan and have reached the minimum retirement age in order to qualify.

   ii. Any eligible employee who wishes to take advantage of this benefit must give at least one (1) month notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding the employee's own contributions. Provided, however, the time constraints provided for in this paragraph may be waived under special circumstances by application to and with the approval of the Board.

   iii. Cost of increased benefits, as defined by the Municipal Pension Plan, is shared 50/50 by the employee and the Board as per Section 9(1)(b) of the Municipal Pension Plan.

b) Where an employee has, prior to retirement, paid the full cost of extending their pensionable service as provided herein, the Board shall, upon the employee's retirement, reimburse the employee for one-half (½) of the cost previously paid by the employee provided the employee has reached the minimum retirement age.

11 LEAVE OF ABSENCE

11.1 Absence from Duty of Union Officials

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

11.1.2 With respect to any leave of absence granted without pay, the Board shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Board's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and Municipal Superannuation. The Union shall reimburse the Board to the amount of the account rendered within sixty (60) days.

11.1.3 a) Upon application to, and upon receiving the permission of the Chief Librarian or designate in each specific case, official representatives of the Union may be granted time off without loss of pay for the purpose of employer-initiated meetings that effect the nature or scope of work of members of the bargaining unit, settling a grievance, or at any other meetings where the member has a right to representation. Not more than one (1) such official representative shall be granted leave of absence without loss of pay for reasonable consultation, for the duration of each meeting, and for travel time (leaving and/or returning to a worksite). Additional official representatives may be granted leave of absence without pay.

b) Upon application to, and upon receiving the permission of the Chief Librarian or designate in each specific case, official representatives of the Union may be granted time off without loss of pay for the purpose of collective bargaining. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the duration of each meeting. Additional official representatives may be granted leave of absence without pay.

11.1.4 Upon application to, and upon receiving the permission of the Chief Librarian or designate in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C. divisional conventions of C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.

11.1.5 Upon application to, and upon receiving the permission of the Chief Librarian or designate in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.

11.1.6 The Board agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Board and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority than the returning employee's or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

11.1.7 The Board agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the New Westminster District Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Board while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Board.

11.1.8 The Union shall provide the Board with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

11.2 Maternity and Parental Leave

a) Length of Leave

i. Birth Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth parent dies or is totally disabled, an employee who is the non-birth parent of the child shall be entitled to both maternity and parental leave without pay.

ii. Non-Birth Parent and Adoptive Parent

An employee who is the non-birth parent or the adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

iii. Extensions - Special Circumstances

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

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

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

b) Notice Requirements and Commencement of Leave

i. An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

ii. An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

iii. The Board may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

iv. An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

v. An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

vi. Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, their maternity leave will be deemed to have started on the date they gave birth.

c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in paragraph e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service.

d) Sick Leave

i. An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.

ii. Subject to paragraph d) i herein, an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph b) iv herein and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first (1st) day on which the employee would otherwise have returned to work.

e) Benefits

i. MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

ii. Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

f) Supplementary Employment Insurance Benefits (SEIB)

i. Birth parents 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.

ii. Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

iii. 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.

iv. The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:

(a) for the first six (6) weeks, which includes the one (1) week Employment Insurance waiting period; and

(b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

v. The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

vi. Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

11.3 Compassionate Leave - Regulations and Procedure

a) Any employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed five (5) working days in the following events:

i. in the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, ward, sibling, parent, step-child, step-sibling, step-parent, parent-in-law, sibling-in-law, grandchild, grandparent, or guardian; or

ii. in the case of the death of any other relative if living in the employee's household.

b) Any employee who qualifies for compassionate leave without loss of pay under paragraph a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within Metro Vancouver, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.

c) Requests for leave under paragraphs a) and b) herein shall be submitted to the Chief Librarian or designate who will determine and approve the number of days required in each case.

d) An employee who qualifies for compassionate leave without loss of pay under paragraph a) herein may be granted such leave when on annual vacation if approved by the Chief Librarian or designate. An employee who is absent on sick leave with or without pay or is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.

e) Upon application to, and upon receiving permission of the Chief Librarian or designate, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph a) herein.

11.4 Jury and Witness Duty

11.4.1 Regular Full-Time Employees or Temporary Full-Time Employees who are called for Jury Duty or subpoenaed as a Crown Witness shall be given time off work during the period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee for such duty shall be remitted to the Board.

11.4.2 Any costs related to the Court appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Board, allowances they receive from the Court for travelling, meals or related expenses.

11.4.3 In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

11.4.4 Employees granted leave of absence under this Clause shall not lose any seniority or benefits as provided under the Collective Agreement.

12 TECHNOLOGICAL CHANGE

Technological change shall be subject to the provisions of Schedule "C" attached hereto and forming a part of this Agreement.

13 CHANGES AFFECTING THE AGREEMENT

The Board agrees that any reports or recommendations made to Council dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, workloads or reduction of employment will be communicated to the Union at such interval before they are dealt with by the Burnaby Public Library Board as to afford the Union reasonable opportunity to consider them and make representations to the Burnaby Public Library Board concerning them and, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Board.

14 LABOUR MANAGEMENT COMMITTEE

a) A Labour Management Committee shall be established with the following principal objectives:

   i. To develop and maintain a continuous effective channel of labour management communication.

   ii. To provide a means whereby the Board can keep the Union and employees informed of proposed organizational and technological changes.

   iii. To consider and resolve the effects of any proposed changes on individual employees.

iv. To consider and resolve matters affecting job security or the training, development, safety, health and well-being of employees on the job.

v. To encourage employee and Union suggestions.

b) Members

The Committee shall be comprised of four (4) members, two (2) to be appointed by the Board and two (2) to be appointed by the Union.

c) Meeting of Committee

The Committee shall meet when any member has items to discuss (no more frequently than once a month) at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

d) Chairperson of the Meeting

A Board and a Union representative shall be designated as Chairperson and Vice-Chairperson and shall alternate in presiding over meetings.

e) Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared by a secretary appointed by the Board and signed by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. All Committee members, the Library Division Union Chairperson or Vice-Chairperson and Union Secretary shall receive a signed copy of the minutes within three (3) days following the meeting. A copy of the minutes shall be posted in each place of work.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

15 HARASSMENT

The Board and the Union agree that harassment shall not be tolerated in the workplace.

16 GRIEVANCE PROCEDURE

16.1 Definition

A grievance shall mean any difference concerning the interpretation, application or operation of this Agreement, or any grievance concerning any alleged violation of this Agreement, or any difference concerning the suspension, discipline or dismissal of an employee.

16.2 Procedure

An employee and the immediate Supervisor shall attempt to resolve a potential grievance as defined in Clause 16.1 before it is submitted to the formal grievance procedure outlined below. However, if the employee and Supervisor are unable to resolve such potential grievance, it shall be finally and conclusively settled without stoppage of work by the following steps:

Step 1

The employee shall formally take up the grievance with the Supervisor from whose decision it arose within four (4) working days of the grievance arising.

Step 2

If the employee wishes to pursue the grievance further the employee shall, within two (2) working days of having taken the grievance up with the Supervisor in Step 1, present such grievance in writing, on a form to be approved by the Board and the Union, to the Branch Librarian or Department Head. The Branch Librarian or Department Head will provide a reply to the employee in writing within two (2) working days of receipt of the grievance.

Step 3

a) If, having received a reply from the Branch Librarian or Department Head, the employee wishes to pursue the grievance further, the employee shall within two (2) working days of receiving said reply, forward the completed grievance form to the Office of the Chief Librarian or designate. The Chief Librarian's Office shall refer the grievance to a Grievance Sub-Committee within one (1) working day.

b) The Grievance Sub-Committee shall consist of an appointee of the Union and an appointee of the Chief Librarian or designate.

c) The Grievance Sub-Committee shall have the right to jointly investigate all aspects of the grievance and to interview the Aggrieved, the Supervisor, the Branch Librarian or the Department Head and any other person who may have knowledge of the circumstances of the grievance.

d) The Grievance Sub-Committee shall, within five (5) working days from the time of receiving the grievance, communicate in writing any mutually agreed findings and recommendations as to the

definition and resolution of the grievance, or its failure to agree, to the Aggrieved and the Branch Librarian or the Department Head involved, the Chief Librarian or designate, the President of the Union and the Chief Human Resources Officer of the City of Burnaby.

e) Either member of the Grievance Sub-Committee may, within five (5) working days of the time of receiving the grievance, bypass Step 4 of this Grievance Procedure and refer the grievance to a Board of Arbitration of three (3) persons as referred to in Step 5 of this Procedure.

Step 4

a) Either member of the Grievance Sub-Committee may request the convening of a Joint Grievance Committee to hear the grievance.

b) The Joint Grievance Committee shall be comprised of two (2) appointees of the Chief Librarian or designate, one (1) of whom shall be Chairperson, and two (2) appointees of the Union.

c) The Joint Grievance Committee shall consider the grievance and shall forward a statement of a unanimous, majority or tie vote decision, within five (5) working days of the date the grievance was received by the Chief Librarian or designate.

d) A unanimous or majority decision of the Joint Grievance Committee shall be binding on the Board, the Union and the Aggrieved.

Step 5

a) In the event the Joint Grievance Committee is unable to reach a unanimous or majority decision, or in the event of a request from either member of the Grievance Sub-Committee as referred to in Step 3, the Board or the Union may submit the grievance to a Board of Arbitration of three (3) persons, one (1) of whom shall be appointed by the Chief Librarian or designate and one (1) by the Union. Such appointment shall be made within five (5) working days of the failure of the Joint Grievance Committee to reach a decision, or of the receipt of a request from either member of the Grievance Sub-Committee, as referred to in Step 3. The third member shall be appointed within five (5) working days by the two (2) members so appointed, and shall be Chairperson.

b) Should the members appointed by the parties fail to agree on a Chairperson within the said five (5) working days the said Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia.

c) Where under Clause 16 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

   i. direct the Board to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of such dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or

ii. make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

d) The majority decision of the Arbitration Board shall be final and binding on both parties and each party shall bear the expense of their arbitrator and pay one-half of the expenses of the Chairperson. The Arbitration Board shall finally settle such difference or grievance and communicate its decision within fourteen (14) calendar days after the appointment of the Chairperson.

16.3 Extension

The stipulated time mentioned in Steps 2, 3, 4 and 5 may be extended by mutual consent of the appointee of the Union and the appointee of the Chief Librarian or designate as provided in Step 3.

16.4 Rights of Grievance

The Board or the Union shall have the same rights of grievance with respect to the matters set out in Clause 16.1 and the procedures to be applied as set out in Steps 2, 3, 4 and 5 of the Grievance Procedure.

17 RESIDUAL ITEMS

The Schedules attached hereto and marked with the letters "E" and "F" shall form a part of this Agreement.

IN WITNESS WHEREOF the City has caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

THE BURNABY PUBLIC LIBRARY BOARD:

"A. Lu"

CHAIR

"J. Flowers"

CHIEF LIBRARIAN &

SECRETARY TO THE BOARD

2026 August 29

Date

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23 (Burnaby Civic Employees) on behalf of its LIBRARY WORKERS' DIVISION:

"C. Mikowski"

PRESIDENT, LOCAL 23

"A. Girard"

CHAIRPERSON, LOCAL 23

LIBRARY WORKERS' DIVISION

"G. Wall"

SECRETARY, LOCAL 23

2026 September 3

Date

SCHEDULE “A” – CLASSIFICATIONS AND PAY RANGES

LIBRARY WORKERS’ DIVISION 2025 JANUARY 01 - 2025 DECEMBER 31

Class Title	Notes	Pay Grade	2025 Hourly Salary Range January 01 to December 31				
Budget Officer – Library	C	23	42.17	43.94	45.77	47.68	49.77
Building Service Supervisor - Library	A	18	34.41	35.84	37.34	38.90	40.51
Building Service Worker - Library	A	13	28.26	29.36	30.51	31.77	33.09
Children’s and Teen Services Coordinator	B,C	26	47.68	49.77	51.88	54.04	56.35
Circulation Supervisor	C	20	37.34	38.90	40.51	42.17	43.94
Clerk - Mobile Library Services	C	15	30.51	31.77	33.09	34.41	35.84
Graphics Technician	C	19	35.84	37.34	38.90	40.51	42.17
Librarian 1	B,C	22	40.51	42.17	43.94	45.77	47.68
Librarian 2	B,C	25	45.77	47.68	49.77	51.88	54.04
Library Acquisitions Supervisor	C	18	34.41	35.84	37.34	38.90	40.51
Library Administration Clerk 3	C	17	33.09	34.41	35.84	37.34	38.90
Library Information Clerk	C	15	30.51	31.77	33.09	34.41	35.84
Library Public Service Supervisor♦	C	20	37.34	38.90	40.51	42.17	43.94
Library Systems Support Assistant	C	17	33.09	34.41	35.84	37.34	38.90
Library Technician - Cataloguing	C	17	33.09	34.41	35.84	37.34	38.90
Marketing and Communications Assistant	C	19	35.84	37.34	38.90	40.51	42.17
Public Engagement and Awareness Coordinator	B	26	47.68	49.77	51.88	54.04	56.35
Senior Clerk - Home Library and Accessible Service	C	17	33.09	34.41	35.84	37.34	38.90
Senior Clerk - Library Acquisitions	C	17	33.09	34.41	35.84	37.34	38.90

Class Title	Notes	Pay Grade	2025 Hourly Salary Range January 01 to December 31				
Senior Clerk - Library Cataloguing	C	17	33.09	34.41	35.84	37.34	38.90
Systems Operator - Library	C	20	37.34	38.90	40.51	42.17	43.94
Systems Supervisor/Librarian	B,C	26	47.68	49.77	51.88	54.04	56.35
Delivery Driver/Janitor	$35.57 per hour ($36.10 includes 1½%)						
Page	$22.61 per hour						

♦The class of Library Public Service Supervisor is not to be used as a comparator for job evaluation purposes.

Notes:

A Employees in this class work a forty (40) hour week. Employees in this class are eligible for shift differential.

B Employees in this class work a thirty-seven and one-half (37½) hour week.

C Employees in this class receive shift differential for hours worked after 18:00 h.

D Salary range is base salary for class and does not include special 1½% benefit, or other differentials, if applicable.

E Eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14 - 6-month eligibility to move from step 1 to 2 and 2 to 3; thereafter 12-month eligibility;

Pay Grade 15 - 6-month eligibility to move from step 1 to 2; thereafter 12-month eligibility;

Pay Grade 16 and above - 12-month eligibility

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

*Classes and/or pay grades/hourly rates that have been abolished, reclassified, revalued and/or retitled subsequent to January 1, 2025 are only effective from the date such change occurred.

Changes to classes and/or pay grades/hourly rates have been made up to November 21, 2025.

LIBRARY WORKERS' DIVISION CONVERSION SCHEDULE 2025 JANUARY 01 – 2025 DECEMBER 31

	Basic Rate Bi-weekly				Basic Rate + 1½% Bi-weekly			
Pay Grade	Hourly	35/wk	37½/wk	40/wk	Hourly	35/wk	37½/wk	40/wk
-	28.26	1,978.20		2,260.80	28.68	2,007.60		2,294.40
-	29.36	2,055.20		2,348.80	29.80	2,086.00		2,384.00
-	30.51	2,135.70		2,440.80	30.97	2,167.90		2,477.60
-	31.77	2,223.90		2,541.60	32.25	2,257.50		2,687.20
13	33.09	2,316.30		2,647.20	33.59	2,351.30		2,687.20
14	34.41	2,408.70			34.93	2,445.10		
15	35.84	2,508.80			36.38	2,546.60		
16	37.34	2,613.80			37.90	2,653.00		
17	38.90	2,723.00			39.48	2,763.60		
18	40.51	2,835.70	3,038.25		41.12	28,878.40	3,084.00	
19	42.17	2,951.90	3,162.75		42.80	2,996.00	3,210.00	
20	43.94	3,075.80	3,295.50		44.60	3,122.00	3,345.00	
21	45.77	3,203.90	3,432.75		46.46	3,252.20	3,484.50	
22	47.68	3,337.60	3,576.00		48.40	3,388.00	3,630.00	
23	49.77	3,483.90	3,732.75		50.52	3,536.40	3,789.00	
24	51.88	3,631.60	3,891.00		52.66	3,686.20	3,949.50	
25	54.04	3,782.80	4,053.00		54.85	3,839.50	4,113.75	
26	56.35	3,944.50	4,226.25		57.20	4,004.00	4,290.00	

Delivery Driver/Janitor								
	35.57			2,845.60	36.10			2,888.00

Page								
	22.61			1,808.80	22.61			1,836.00

Notes:

(1) Rate for each pay grade is top step of pay scale for that pay grade.

(2) Basic rate + 1½% applies to Regular Full-Time Employees having completed six-month probationary period.

LIBRARY WORKERS' DIVISION 2026 JANUARY 01 - 2026 DECEMBER 31

Class Title	Notes	Pay Grade	2026 Hourly Salary Range January 01 to December 31				
Budget Officer - Library	C	23	43.65	45.48	47.37	49.35	51.51
Building Service Supervisor - Library	A	18	35.61	37.09	38.65	40.26	41.93
Building Service Worker - Library	A	13	29.25	30.39	31.58	32.88	34.25
Children's and Teen Services Coordinator	B,C	26	49.35	51.51	53.70	55.93	58.32
Circulation Supervisor	C	20	38.65	40.26	41.93	43.65	45.48
Clerk - Mobile Library Services	C	15	31.58	32.88	34.25	35.61	37.09
Graphics Technician	C	19	37.09	38.65	40.26	41.93	43.65
Librarian 1	B,C	22	41.93	43.65	45.48	47.37	49.35
Librarian 2	B,C	25	47.37	49.35	51.51	53.70	55.93
Library Acquisitions Supervisor	C	18	35.61	37.09	38.65	40.26	41.93
Library Administration Clerk 3	C	17	34.25	35.61	37.09	38.65	40.26
Library Information Clerk	C	15	31.58	32.88	34.25	35.61	37.09
Library Public Service Supervisor♦	C	20	38.65	40.26	41.93	43.65	45.48
Library Systems Support Assistant	C	17	34.25	35.61	37.09	38.65	40.26
Library Technician - Cataloguing	C	17	34.25	35.61	37.09	38.65	40.26
Marketing and Communications Assistant	C	19	37.09	38.65	40.26	41.93	43.65
Public Engagement and Awareness Coordinator	B	26	49.35	51.51	53.70	55.93	58.32
Senior Clerk - Home Library and Accessible Service	C	17	34.25	35.61	37.09	38.65	40.26
Senior Clerk - Library Acquisitions	C	17	34.25	35.61	37.09	38.65	40.26
Senior Clerk - Library Cataloguing	C	17	34.25	35.61	37.09	38.65	40.26

Class Title	Notes	Pay Grade	2026 Hourly Salary Range January 01 to December 31				
Systems Operator - Library	C	20	38.65	40.26	41.93	43.65	45.48
Systems Supervisor/Librarian	B,C	26	49.35	51.51	53.70	55.93	58.32
Delivery Driver/Janitor	$36.81 per hour ($37.36 includes 1½%)						
Page	$23.40 per hour						

♦The class of Library Public Service Supervisor is not to be used as a comparator for job evaluation purposes.

Notes:

A Employees in this class work a forty (40) hour week. Employees in this class are eligible for shift differential.

B Employees in this class work a thirty-seven and one-half (37½) hour week.

C Employees in this class receive shift differential for hours worked after 18:00 h.

D Salary range is base salary for class and does not include special 1½% benefit, or other differentials, if applicable.

E Eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14 - 6-month eligibility to move from step 1 to 2 and 2 to 3; thereafter 12-month eligibility;

Pay Grade 15 - 6-month eligibility to move from step 1 to 2; thereafter 12-month eligibility;

Pay Grade 16 and above - 12-month eligibility

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

Classes and/or pay grades/hourly rates that have been abolished, reclassified, revalued and/or retitled subsequent to January 1, 2025 are only effective from the date such change occurred.

Changes to classes and/or pay grades/hourly rates have been made up to November 21, 2025.

LIBRARY WORKERS’ DIVISION CONVERSION SCHEDULE 2026 JANUARY 01 - 2026 DECEMBER 31

	Basic Rate Bi-weekly				Basic Rate + 1½% Bi-weekly			
Pay Grade	Hourly	35/wk	37½/wk	40/wk	Hourly	35/wk	37½/wk	40/wk
-	29.25	2,047.50		2,340.00	29.69	2,078.30		2,375.20
-	30.39	2,127.30		2,431.20	30.85	2,159.50		2,468.00
-	31.58	2,210.60		2,526.40	32.05	2,243.50		2,564.00
-	32.88	2,301.60		2,630.40	33.37	2,335.90		2,669.60
13	34.25	2,397.50		2,740.00	34.76	2,433.20		2,780.80
14	35.61	2,492.70			36.14	2,529.80		
15	37.09	2,596.30			37.65	2,635.50		
16	38.65	2,705.50			39.23	2,746.10		
17	40.26	2,818.20			40.86	2,860.20		
18	41.93	2,935.10	3,144.75		42.56	2,979.20	3,192.00	
19	43.65	3,055.50	3,273.75		44.30	3,101.00	3,322.50	
20	45.48	3,183.60	3,411.00		46.16	3,231.20	3,462.00	
21	47.37	3,315.90	3,552.75		48.08	3,365.60	3,606.00	
22	49.35	3,454.50	3,701.25		50.09	3,506.30	3,756.75	
23	51.51	3,605.70	3,863.25		52.28	3,659.60	3,921.00	
24	53.70	3,759.00	4,027.50		54.51	3,815.70	4,088.25	
25	55.93	3,915.10	4,194.75		56.77	3,973.90	4,257.75	
26	58.32	4,082.40	4,374.00		59.19	4,143.30	4,439.25	

Delivery Driver/Janitor								
	36.81			2,944.80	37.36			2,988.80

Page								
	23.40			1,872.00	23.40			1,900.00

Notes:

(1) Rate for each pay grade is top step of pay scale for that pay grade.

(2) Basic rate + 1½% applies to Regular Full-Time Employees having completed six-month probationary period

LIBRARY WORKERS' DIVISION 2027 JANUARY 01 - 2027 APRIL 04

Class Title	Notes	Pay Grade	2027 Hourly Salary Range January 01 to April 04				
Budget Officer – Library	C	23	44.96	46.84	48.79	50.83	53.06
Building Service Supervisor - Library	A	18	36.68	38.20	39.81	41.47	43.19
Building Service Worker - Library	A	13	30.13	31.30	32.53	33.87	35.28
Children's and Teen Services Coordinator	B,C	26	50.83	53.06	55.31	57.61	60.07
Circulation Supervisor	C	20	39.81	41.47	43.19	44.96	46.84
Clerk - Mobile Library Services	C	15	32.53	33.87	35.28	36.68	38.20
Graphics Technician	C	19	38.20	39.81	41.47	43.19	44.96
Librarian 1	B,C	22	43.19	44.96	46.84	48.79	50.83
Librarian 2	B,C	25	48.79	50.83	53.06	55.31	57.61
Library Acquisitions Supervisor	C	18	36.68	38.20	39.81	41.47	43.19
Library Administration Clerk 3	C	17	35.28	36.68	38.20	39.81	41.47
Library Information Clerk	C	15	32.53	33.87	35.28	36.68	38.20
Library Public Service Supervisor♦	C	20	39.81	41.47	43.19	44.96	46.84
Library Systems Support Assistant	C	17	35.28	36.68	38.20	39.81	41.47
Library Technician - Cataloguing	C	17	35.28	36.68	38.20	39.81	41.47
Marketing and Communications Assistant	C	19	38.20	39.81	41.47	43.19	44.96
Public Engagement and Awareness Coordinator	B	26	50.83	53.06	55.31	57.61	60.07
Senior Clerk - Home Library and Accessible Service	C	17	35.28	36.68	38.20	39.81	41.47
Senior Clerk - Library Acquisitions	C	17	35.28	36.68	38.20	39.81	41.47
Senior Clerk - Library Cataloguing	C	17	35.28	36.68	38.20	39.81	41.47

Class Title	Notes	Pay Grade	2027 Hourly Salary Range January 01 to April 04				
Systems Operator - Library	C	20	39.81	41.47	43.19	44.96	46.84
Systems Supervisor/Librarian	B,C	26	50.83	53.06	55.31	57.61	60.07
Delivery Driver/Janitor	$37.91 per hour ($38.48 includes 1½%)						
Page	$24.22 per hour						

♦The class of Library Public Service Supervisor is not to be used as a comparator for job evaluation purposes.

Notes:

A Employees in this class work a forty (40) hour week. Employees in this class are eligible for shift differential.

B Employees in this class work a thirty-seven and one-half (37½) hour week.

C Employees in this class receive shift differential for hours worked after 18:00 h.

D Salary range is base salary for class and does not include special 1½% benefit, or other differentials, if applicable.

E Eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14 - 6-month eligibility to move from step 1 to 2 and 2 to 3; thereafter 12-month eligibility;

Pay Grade 15 - 6-month eligibility to move from step 1 to 2; thereafter 12-month eligibility;

Pay Grade 16 and above - 12-month eligibility

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

Classes and/or pay grades/hourly rates that have been abolished, reclassified, revalued and/or retitled subsequent to January 1, 2025 are only effective from the date such change occurred.

Changes to classes and/or pay grades/hourly rates have been made up to November 21, 2025.

LIBRARY WORKERS’ DIVISION CONVERSION SCHEDULE 2027 JANUARY 01 - 2027 APRIL 04

	Basic Rate Bi-weekly				Basic Rate + 1½% Bi-weekly			
Pay Grade	Hourly	35/wk	37½/wk	40/wk	Hourly	35/wk	37½/wk	40/wk
-	30.13	2,109.10		2,410.40	30.58	2,140.60		2,446.40
-	31.30	2,191.00		2,504.00	31.77	2,223.90		2,541.60
-	32.53	2,277.10		2,602.40	33.02	2,311.40		2,641.60
-	33.87	2,370.90		2,709.60	34.38	2,406.60		2,750.40
13	35.28	2,469.60		2,822.40	35.81	2,506.70		2,864.80
14	36.68	2,567.60			37.23	2,606.10		
15	38.20	2,674.00			38.77	2,713.90		
16	39.81	2,786.70			40.41	2,828.70		
17	41.47	2,902.90			42.09	2,946.30		
18	43.19	3,023.30	3,239.25		43.84	3,068.80	3,288.00	
19	44.96	3,147.20	3,372.00		45.63	3,194.10	3,422.25	
20	46.84	3,278.80	3,513.00		47.54	3,327.80	3,565.50	
21	48.79	3,415.30	3,659.25		49.52	3,466.40	3,714.00	
22	50.83	3,558.10	3,812.25		51.59	3,611.30	3,869.25	
23	53.06	3,714.20	3,979.50		53.86	3,770.20	4,039.50	
24	55.31	3,871.70	4,148.25		56.14	3,929.80	4,210.50	
25	57.61	4,032.70	4,320.75		58.47	4,092,90	4,385.25	
26	60.07	4,204.90	4,505.25		60.97	4,267.90	4,572.75	

Delivery Driver/Janitor

	37.91			3,032.80	38.48			3,078.40

Page								
	37.91			1,937.60	38.48			1,966.40

Notes:

(1) Rate for each pay grade is top step of pay scale for that pay grade.

(2) Basic rate + 1½% applies to Regular Full-Time Employees having completed six-month probationary period.

LIBRARY WORKERS' DIVISION 2027 APRIL 05 – 2027 DECEMBER 31

Class Title	Notes	Pay Grade	2027 Hourly Salary Range January 01 to April 04				
Budget Officer – Library	C	23	45.21	47.09	49.04	51.08	53.31
Building Service Supervisor - Library	A	18	36.93	38.45	40.06	41.72	43.44
Building Service Worker - Library	A	13	30.38	31.55	32.78	34.12	35.53
Children's and Teen Services Coordinator	B,C	26	51.08	53.31	55.56	57.86	60.32
Circulation Supervisor	C	20	40.06	41.72	43.44	45.21	47.09
Clerk - Mobile Library Services	C	15	32.78	34.12	35.53	36.93	38.45
Graphics Technician	C	19	38.45	40.06	41.72	43.44	45.21
Librarian 1	B,C	22	43.44	45.21	47.09	49.04	51.08
Librarian 2	B,C	25	49.04	51.08	53.31	55.56	57.86
Library Acquisitions Supervisor	C	18	36.93	38.45	40.06	41.72	43.44
Library Administration Clerk 3	C	17	35.53	36.93	38.45	40.06	41.72
Library Information Clerk	C	15	32.78	34.12	35.53	36.93	38.45
Library Public Service Supervisor♦	C	20	40.06	41.72	43.44	45.21	47.09
Library Systems Support Assistant	C	17	35.53	36.93	38.45	40.06	41.72
Library Technician - Cataloguing	C	17	35.53	36.93	38.45	40.06	41.72
Marketing and Communications Assistant	C	19	38.45	40.06	41.72	43.44	45.21
Public Engagement and Awareness Coordinator	B	26	51.08	53.31	55.56	57.86	60.32
Senior Clerk - Home Library and Accessible Service	C	17	35.53	36.93	38.45	40.06	41.72
Senior Clerk - Library Acquisitions	C	17	35.53	36.93	38.45	40.06	41.72
Senior Clerk - Library Cataloguing	C	17	35.53	36.93	38.45	40.06	41.72

Class Title	Notes	Pay Grade	2027 Hourly Salary Range January 01 to April 04				
Systems Operator - Library	C	20	40.06	41.72	43.44	45.21	47.09
Systems Supervisor/Librarian	B,C	26	51.08	53.31	55.56	57.86	60.32
Delivery Driver/Janitor	$38.16 per hour ($38.73 includes 1½%)						
Page	$24.47 per hour						

♦The class of Library Public Service Supervisor is not to be used as a comparator for job evaluation purposes.

Notes:

A Employees in this class work a forty (40) hour week. Employees in this class are eligible for shift differential.

B Employees in this class work a thirty-seven and one-half (37½) hour week.

C Employees in this class receive shift differential for hours worked after 18:00 h.

D Salary range is base salary for class and does not include special 1½% benefit, or other differentials, if applicable.

E Eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14 - 6-month eligibility to move from step 1 to 2 and 2 to 3; thereafter 12-month eligibility;

Pay Grade 15 - 6-month eligibility to move from step 1 to 2; thereafter 12-month eligibility;

Pay Grade 16 and above - 12-month eligibility

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

Classes and/or pay grades/hourly rates that have been abolished, reclassified, revalued and/or retitled subsequent to January 1, 2025 are only effective from the date such change occurred.

Changes to classes and/or pay grades/hourly rates have been made up to November 21, 2025.

LIBRARY WORKERS’ DIVISION CONVERSION SCHEDULE 2027 APRIL 05 – 2027 DECEMBER 31

	Basic Rate Bi-weekly				Basic Rate + 1½% Bi-weekly			
Pay Grade	Hourly	35/wk	37½/wk	40/wk	Hourly	35/wk	37½/wk	40/wk
-	30.38	2,126.60		2,430.40	30.84	2,158.80		2,467.20
-	31.55	2,20850		2,524.00	32.02	2,241.40		2,561.60
-	32.78	2,294.60		2,622.40	33.27	2,328.90		2,661.60
-	34.12	2,38840		2,729.60	34.63	2,424.10		2,770.40
13	35.53	2,487.10		2,842.40	36.06	2,524.20		2,884.80
14	36.93	2,585.10			37.48	2,623.60		
15	38.45	2,691.50			39.03	2,732,10		
16	40.06	2,804.20			40.66	2,846.20		
17	41.72	2,920.40			42.35	2,964.50		
18	43.44	3,040.80	3,258.00		44.09	3,086.30	3,306.75	
19	45.21	3,164.70	3,390.75		45.89	3,212.30	3,441.75	
20	47.09	3,296.30	3,531.75		47.80	3,346.00	3,585.00	
21	49.04	3,432.80	3,678.00		49.78	3,484.60	3,733.50	
22	51.08	3,575.60	3,831.00		51.85	3,629.50	3,888.75	
23	53.31	3,731.70	3,998.25		54.11	3,787.70	4,058.25	
24	55.56	3,889.20	4,167.00		56.39	3,947.30	4,229.25	
25	57.86	4,050.20	4,339.50		58.73	4,111.10	4,404.75	
26	60.32	4,222.40	4,524.00		61.22	4,285.40	4,591.50	

Delivery Driver/Janitor

	38.16			3,052.80	38.73			3,098.40

Page								
	38.16			1,957.60	38.73			1,987.20

Notes:

(1) Rate for each pay grade is top step of pay scale for that pay grade.

(2) Basic rate + 1½% applies to Regular Full-Time Employees having completed six-month probationary period.

SCHEDULE "B" – REGULAR VACATION AND SUPPLEMENTARY VACATION TABLE

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2022 TO 2030 BY YEAR HIRED

Year	ENTITLEMENT YEAR								
Hired	2022	2023	2024	2025	2026	2027	2028	2029	2030
2027	--	--	--	--	--	--	15/-	15/-	15/-
2026	--	--	--	--	--	15/-	15/-	15/-	15/-
2025	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2024	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2023	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2022	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2021	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2020	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2019	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2018	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2017	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2016	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2015	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2014	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2013	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2012	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2011	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2010	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2009	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
2008	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-

2007	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
2006	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
2005	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
2004	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
2003	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
2002	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
2001	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
2000	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1999	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1998	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1997	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1996	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1995	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1994	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1993	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1992	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1991	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1990	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1989	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1988	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1987	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1986	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1985	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-

In the table the figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example: An employee hired in 2010 is in their 11th calendar year during 2020. The employee in 2020 will be credited with 5 supplementary working days which may be taken at any time between 2020 and 2024, both years included. In 2025 the employee will be credited with a further 5 supplementary working days, etc.

*The working day entitlement is based upon a five-day work week.

SCHEDULE “C” – TECHNOLOGICAL CHANGE

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

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

(a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and

(b) alters significantly the basis upon which this Agreement was negotiated;

either party hereto may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board, constituted under Clause 16.2, Step 5, of this Agreement, bypassing all other steps in the Grievance Procedure.

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

(a) shall inform the Minister of Labour of its findings; and

(b) may then or later make any one or more of the following orders:

(1) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;

(2) that the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

(3) that the Board reinstate any employee displaced by reason of the technological change;

(4) that the Board pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

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

(a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and

(b) alters significantly the basis upon which this Agreement was negotiated.

SCHEDULE "D" – PRINCIPLES GOVERNING THE CONVERSION OF EMPLOYEE BENEFITS IN CASES OF INTRODUCTION OR RENEWAL OF COMPRESSED WORK WEEKS

When an employee opts in to a compressed work week or a 9-day fortnight. It has been agreed that such employees' benefits shall be converted as follows:

(a) Basic annual working hours shall be calculated as 260.89 x daily working hours as per the 5-day week, e.g. 260.89 x 7 = 1826¼, or 260.89 x 7.5 = 1956.675.

(b) Basic annual public holiday hours shall be calculated as 12 x daily hours as per the 5-day week, e.g. 12 x 7 = 84, or 12 x 7.5 = 90.

(c) Account shall be taken of the difference in basic annual rest period allowances, e.g. 52.178 weeks x 5 days x 20 minutes (=86.96 hours) in the case of the standard 5-day week; 52.178 x 4 x 20 minutes (=69.57 hours) in the case of the 4-day week; and 52.178 x 4.5 x 20 minutes (=78.27 hours) in the case of the 9-day fortnight.

(d) Employees shall have at least two (2) of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.

i) The compressed day off for employees working a Tuesday to Saturday schedule will be Saturday.

ii) The compressed day off for employees working a Sunday to Thursday schedule will be Sunday.

iii) The compressed day off for employees working a Monday to Friday schedule will be Monday or Friday.

iv) An employee's desire for a different day of the week for their compressed workday off will not be unreasonably denied.

(e) For purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph (h) herein.

(f) Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph (h) herein.

(g) Notwithstanding any clause in a collective agreement to the contrary, an employee shall not receive pay for acting in a senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.

(h) In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours <u>less</u> basic annual public holiday hours and <u>less</u> basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

(1) Revert to a standard 5-day week in any week when a public holiday occurs.

(2) Change days off during any week when a public holiday occurs in order that each employee will work on four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and five (5) days in the immediately preceding week.

(3) Have a compressed work day off with pay for each public holiday and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.

(i) Whenever any doubt arises as to how the employee benefit conversion should be made with respect to any item (whether or not covered by this Schedule "D"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e. there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees

SCHEDULE "E" – EMPLOYMENT STANDARDS ACT PRINCIPLES

Effective 1984 July 12, the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

(a) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and nonstandard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.

(b) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.

(c) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Commencing one month following 1984 July 12, Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

SCHEDULE "F" – RESIDUAL ITEMS

The Board and the Union agree as follows:

The following is an item resulting from 1977 local negotiations between the Corporation of the District of Burnaby and C.U.P.E. Local 23:

The matter of protective clothing and work boots shall continue to be a subject of discussion by the Labour Management Committee who may make recommendations on the matter to appropriate Department Heads or the Municipal Manager.

The following is item 9 resulting from 1981-1982 Local Negotiations:

9. Access to Personnel Records

This item is resolved by the Chief Librarian or designate agreeing to ensure that supervisors remind all employees annually of the Board's policy "Employee Personnel File" which deals with an employee's access to their personnel record.

1986-1987 RESIDUAL ITEMS

The following is item 11 of the Memorandum of Agreement dated 1986 August 12:

11. Acting in a Senior Capacity

Effective 1987 January 01, the Board, where necessary, agrees to change the administrative procedure from paying Acting Pay once every six months, to paying Acting Pay on a bi-weekly basis.

1997-1999 RESIDUAL ITEMS

The following is item 7 of the Memorandum of Agreement dated 1997 April 08:

7. Crediting of Auxiliary Hours Worked by Regular Part-Time Employees

Effective 1997 April 18, the Employer and the Union agree to a Letter of Understanding stating that:

“Regular Part-Time Employees will be credited seniority for all non-overtime hours worked following attainment of regular part-time status.”

2007-2011 RESIDUAL ITEMS

The following are items 11, 12 and 13 from the Memorandum of Agreement dated 2007 July 30:

11. Internal Equity Committee

The Board and the Union agree to establish a Joint Committee to oversee a review of all library classifications (except the Page classification) in comparison to City of Burnaby classifications. The review will be done using the existing job evaluation procedures and the intent of the parties is to start on the review as soon as possible following ratification of the Memorandum of Agreement and to have the review completed prior to 2007 December 31. Any adjustments to class

values will be implemented beginning on 2008 January 01 provided that the implementation cost shall be limited to the equivalent of no more than two percent (2%) of the Library straight-time payroll for the year 2007, and one percent (1%) per year as required on 2009 January 01, 2010 January 01 and 2011 January 01.

12. Job Evaluation Committee

The Board and the Union agree to participate in the Joint Committee established between the City of Burnaby and CUPE Local 23 to review the new job evaluation plan being developed jointly by the City of Coquitlam and their CUPE local to determine if the new plan is acceptable to the City of Burnaby and Burnaby Public Library and CUPE Local 23.

Where the Joint Committee agrees to implement the new job evaluation plan, the implementation cost shall be limited to the equivalent of no more than one percent (1%) of the Library straight-time payroll per year.

13. Fitness/Wellness Joint Committee

The Board and the Union agree to participate in a Joint Committee established between the City of Burnaby and CUPE Local 23 to discuss establishing a Fitness/Wellness Program for City and Library Employees. The discussions shall include the introduction of an employee discount of at least twenty-five percent (25%) for the purchase of City fitness passes and the ability to purchase same through payroll deduction. The joint committee shall consist of not more than three (3) representatives of the Union (City and Library combined) and not more than three (3) representatives of the Employer (City and Library combined). The Committee shall commence discussions within one (1) month of a request of the Union for the Committee to meet.

2012-2015 RESIDUAL ITEMS

The following are items 11 and 30 from the Memorandum of Agreement dated 2012 December 05:

11. Training and Professional Development

A Training and Professional Development Committee shall be established consisting of not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer to discuss in-house training programs.

30. Joint Job Evaluation Committee

The Board and the Union agree to establish a Joint Job Evaluation Committee to discuss the standard procedures for the classification, reclassification and revaluation of positions and classes covered by the Collective Agreement between the parties. The Committee shall be comprised of ten (10) members, five (5) to be appointed by the City and Burnaby Public Library Board combined as well as five (5) to be appointed by the Union. The Committee shall meet not less than four (4) times per year. The first meeting shall be held no later than three (3) months following ratification of this Collective Agreement.

2016-2019 RESIDUAL ITEMS

The following are items 7 and 12 from the Memorandum of Agreement dated 2016 August 04:

7. Training Opportunities/Succession Management

The Board and the Union agree to establish a Joint Committee comprised of six (6) members, three (3) members from each party (City and Library combined). The Committee will be tasked with identifying positions that may be suitable for career advancement training opportunities and developing a plan for implementation. The Committee shall meet within sixty (60) days of ratification and shall produce a Letter of Understanding within six (6) months of meeting.

It is further agreed that the Committee members for each party may be adjusted depending upon the nature of the topic/issue discussed.

12. Job Evaluation Disputes

The Board and the Union agree to establish a Joint Evaluation Committee comprised of six (6) members, three (3) members from each party (City and Library combined). The main purpose of the Committee will include, but is not limited to:

- Review and update the language within the Job Evaluation Agreement (1979) to reflect current practices.
- Review/resolve outstanding reclassification value disputes (internal comparators only).
- Should the Committee be unable to gain consensus, Steps 4 and 5 of the grievance procedure shall apply.

It is further agreed that the Committee members for each party may be adjusted depending upon the nature of the topic/issue being discussed.

SCHEDULE "H" – APPLICATION OF SENIORITY

The Board and the Union agree to the following positions:

- Building Service Worker
- Library Page

SCHEDULE "I" – LETTER OF UNDERSTANDING – SABBATICAL EDUCATION LEAVE PROGRAM

LETTER OF UNDERSTANDING

between

THE BURNABY PUBLIC LIBRARY BOARD

(hereinafter called “the Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(hereinafter called “the Union”)

SABBATICAL EDUCATION LEAVE PROGRAM

Effective 1997 April 18:

(a) The Employer agrees to investigate and implement a Sabbatical Education Leave Program for Regular Full-Time Employees which will incorporate those elements which are statutorily mandatory for a Sabbatical Education Leave Program. The Program will be in a form acceptable to Revenue Canada to facilitate an advance tax ruling.

(b) The Employer agrees to pay the cost to obtain the advance tax ruling to a maximum of $1,500. There will be no other costs to the Employer for the Plan.

(c) Benefits, vacation, increments, pension, and seniority will be as outlined in Appendix “A”, subject to Revenue Canada, Pension, and other regulations.

(d) Approval of participation in the Sabbatical Education Leave Program will be subject to authorization by the Department Director, and will depend on operational requirements of the work unit. If the employee and the manager are unable to reach agreement, the matter may be referred to the Chief Administrative Officer’s office for review.

(e) In order for the Sabbatical Education Leave Program to be implemented, the Employer and the Union must agree to the Plan text.

This Letter of Understanding shall continue in force until 1999 December 31 and shall remain in force thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

DATED this 8th day of April, 1997, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYER	REPRESENTATIVES FOR THE UNION
"Paul Whitney"	"T. Jarzebiak"
"R.H. (Bob) Moncur"	"Simon Challenger"
"Malcolm Graham"	"C. Credico"
"George V. Harvie"	

APPENDIX "A"

Status of Benefit Plans	During the Deferral Period	During the Educational Leave Period
Dental Plan	Coverage continues. The Employer will pay the full cost of the Plan.	Coverage is optional. If you remain in the Plan, you will pay insurance premiums.
Extended Health Plan	Coverage continues. The Employer will pay the full cost of the Plan.	Coverage is optional. If you remain in the Plan, you will pay insurance premiums.
Unemployment Insurance	Coverage continues. Continued contributions will be based on the gross salary prior to the deferral deduction, subject to Revenue Canada regulations.	You will not contribute nor be covered during the Leave period. Your benefit entitlement will be determined by UI eligibility requirements.
Group Life Insurance	Coverage continues. Continued contributions will be based on the gross salary prior to the deferral deduction.	Coverage is optional. If you choose to continue, you will pay the full cost of insurance premiums. Insurance is based on your full (pre-leave) salary.
Pension Plan	You will continue to be a Plan member. Contribution level will be based on gross salary prior to the deferral deduction.	Contributions will not be made during the period of leave. Upon return to work, this period of leave may be picked up as pensionable service based on rules and guidelines by the Superannuation Commission or Revenue Canada that are in place at the time of return to work.

Status of Benefit Plans	During the Deferral Period	During the Educational Leave Period
Canada Pension Plan (CPP)	You will continue to earn pension benefits under the CPP. Your contribution level and benefits earned will be based on your actual salary received during your deferral period, subject to Revenue Canada regulations.	You will continue to earn pension benefits under the CPP. Contribution level and benefits earned will be based on salary received during your leave period. The Employer will be responsible for the Employer's share of contributions.
Short Term Sick Leave Medium Term Disability Long Term Disability	Coverage Continues	There is no coverage during the period of Leave, and no claims will be accepted.
Public Holidays and Vacation Entitlement	Based on gross salary less deferred amount	There is no coverage nor credit for service during the period of Leave.
Seniority	Coverage continues	Does not continue to accrue during the period of Leave.
Increment(s)	Coverage continues	Cease during the period of Leave.

SCHEUDLE “J” - LETTER OF UNDERSTANDING – COMPETITION RESULTS

between

THE CITY OF BURNABY and

THE BURNABY PUBLIC LIBRARY BOARD

(hereinafter called “the Employers”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(hereinafter called “the Union”)

Effective DATE: March 1, 2023

The Union and the Employers agree that for the term of the current Collective Agreement, the Employers will advise the Union of recruitments:

1. Where there was an external applicant chosen over an internal applicant with seniority; and,

2. Where an employee with less seniority is hired over a senior employee.

Upon request, the Employers will agree to meet with the Union to discuss the basis of the decision.

DATED this 2023 February 17, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYERS:	REPRESENTATIVES FOR THE UNION:
“B. Davies”	“B. Campbell”

SCHEDULE “K” - LETTER OF UNDERSTANDING – REMOTE WORK COMMITTEE

between

THE CITY OF BURNABY

and

THE BURNABY PUBLIC LIBRARY BOARD

(hereinafter called “the Employers”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(hereinafter called “the Union”)

Effective DATE: March 1, 2023

The Union and the Employers agree that a Remote Work Committee shall be established consisting of up to two (2) representatives of the City/Library Board and up to two (2) representatives appointed by the Union that will meet bi-annually. The Committee will actively work towards resolving any work related issues arising from the Policy relating to working remotely, currently titled Work From Home Policy (the “Policy”). While the Employers shall consider recommendations for the Policy, the Policy shall remain under the discretion of the Employer.

DATED this 2023 March 1, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYERS:	REPRESENTATIVES FOR THE UNION:
“L. Gous”	“B. Campbell”
“B. Davies”	

SCHEDULE "L" – LETTER OF UNDERSTANDING –STUDENTS PROGRAM

LETTER OF UNDERSTANDING

between

THE BURNABY PUBLIC LIBRARY

(hereinafter called “the Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(hereinafter called “the Union”)

STUDENTS PROGRAM

Effective 2023 February 17:

The Union and the Employer agree to the hiring of students under a Post-Secondary Educational Program as follows:

(a) High school and post-secondary students (hereinafter referred to as “students”) are defined as persons enrolled in and who have not graduated from a recognized post-secondary institution which shall include colleges, institutions, university colleges and universities, and who are participating in either a cooperative education program or are obtaining work experience related to a degree program, (for example: Engineering, Computer Science, Business or Special Projects) or those enrolled in high school and who are participating in a school sponsored program. Students from all programs, schools of studies and disciplines shall be governed by the terms of this agreement

(b) Students will be required to become and remain CUPE members for the duration of their work term which shall not exceed six (6) calendar months, unless mutually agreed between the Employer and the Union. Students will be employed as auxiliary and receive benefits in accordance with Clause 10. When a student is hired without pay due to institution restrictions, there will be no requirement to become a CUPE member.

(c) The Employer and the Union agree to work in a spirit of cooperation to establish a pay rate by mutual agreement prior to placement for student placements and failing agreement, they shall be paid the applicable BC Living Wage rate.

(d) The Union will be advised of the student’s name, position, department, educational institution. and length of placement.

(e) This program will not adversely affect existing jobs or employees covered by the Collective Agreement.

(f) In the event of a labour dispute between the Employer and the Union, students shall not perform any duties at locations where members are on strike or locked out.

(g) This Letter of Understanding shall continue in force until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective on the conclusion of such bargaining if no other arrangements are mutually agreed.

DATED 2023 February 17, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYERS:	REPRESENTATIVES FOR THE UNION:
"L. Gous"	"B. Campbell"
"B. Davies"	

SCHEDULE "M" – LETTER OF UNDERSTANDING – JOB SHARING

LETTER OF UNDERSTANDING

between

THE BURNABY PUBLIC LIBRARY

(hereinafter called “the Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(hereinafter called “the Union”)

Effective March 1, 2023

The Union and the Employer agree that where a Regular Full-Time Employee within the same classification wishes to share their full-time position, that such Job Sharing agreements may be mutually agreed upon using the following principles.

General

We agree with the principle of sustaining the Regular Full-Time position(s) involved in a Job Share. Job Sharing will also be based on the principle of no gain, loss, i.e., that there will be no expenses incurred or any losses.

Any vacancy arising from a Job Share arrangement will be posted on a temporary basis, within ten (10) working days of the commencement of the Job Share arrangement. Participating members are not entitled to jointly apply for promotions or transfers.

Application for Participation in a Job Share

A Full-Time Employee wishing to participate in a Job Share shall apply in writing to the Chief Librarian or designate and shall include the following information in the application:

- the reason(s) for the request;
- the manner in which it is proposed that the workload be shared.
- the manner in which they propose that the scheduling of shifts and statutory holiday coverage be shared.

An employee wishing to Job Share shall forward a copy of the request to the Union.

Upon receipt of each application the Chief Librarian or designate will consult with the Union and will decide whether the Job Share request will be approved for posting and advise the employee accordingly.

Job Share arrangements will not be initiated by the Employer.

The vacant portion of the proposed Job Share will be posted and filled if there is an acceptable BPL Employee or internal candidate. If there is no acceptable BPL Employee or internal candidate, the Job Share will not proceed.

If an appropriate employee is selected to occupy the other portion of the Job Share, the Employer will prepare a letter covering the terms and conditions of the Job Sharing arrangement to be signed by the Union and the Employer prior to commencement of the Job Share.

A position vacated by a successful applicant for the vacant portion of the Job Share will be posted.

Hours of Work

The hours of work for the Job Share positions shall be as stated in the Collective Agreement.

The Job Sharing of a position will be on the basis of a sixty/forty (60/40), fifty/fifty (50/50) or a forty/sixty (40/60) share. The work schedule for the position will remain as if the position were not shared. For the purposes of applying overtime and shift differential, the Job Share will be treated as if it was a Regular Full-Time position. The incumbents will mutually agree on how overtime and shift differential is shared between the Job Share participants

The Job Share incumbents may accept additional hours which do not conflict with their regularly scheduled hours.

Any work performed through the combined efforts of the two Job Share incumbents which exceeds or falls outside of the normal full-time daily or weekly hours of work for the position, shall be paid the overtime rates applicable as per the Collective Agreement.

Where one employee is absent on leave such as vacation or sick leave the other job share incumbent will be given the opportunity to work those hours.

Shift differential will be paid in accordance with the normal shift for the full-time position.

Salaries and Benefits

For the purpose of earning, crediting, debiting and participating in all vacation, benefits, and seniority pursuant to the Collective Agreement (including but not limited to annual vacations, public holidays, sick leave and disability, all paid leave provisions, increment placement, seniority), participants in Job Share arrangements shall have their entitlements and eligibilities calculated as if they were Regular Part-Time Employees. The premium for Sunday work and the 1.5% salary bonus will also be applied to the incumbents as if they were Regular Full-Time Employees.

Medical Services Plan, Extended Health, Dental and Group Life Insurance

Participants in a Job Share shall be eligible for coverage under Extended Health, Dental, and Group Life Insurance on the same cost-sharing basis as is applicable to Regular Part-Time Employees.

The employee(s) shall pay one hundred percent (100%) of the premium costs of the Medical Services Plan, if applicable. The premium costs will be adjusted periodically by the Medical Services Plan and current rates are:

Single	$36.00 per month
Couple	$64.00 per month
Family	$72.00 per month

The Board will pay one hundred percent (100%) of the premium costs of the Dental Plan, Extended Health Plan, and Group Life Insurance.

Municipal Superannuation Plan

If applicable, participants in a Job Share arrangement will continue their contributions to the Municipal Superannuation Plan on the basis of hours worked.

Short, Medium and Long Term Disability

Short, Medium and Long Term Disability benefits will be in accordance with the ratio that each participant's weekly hours bears to the full-time hours (i.e., 60/40, 50/50, or 40/60 share). The penalty system for Short Term Sick Leave will apply on the same basis as Regular Full-Time.

Public Holidays and Vacation Entitlement

While vacation is earned on a proportionate basis to full-time hours worked, employees shall be entitled to a percentage in lieu of vacation and public holidays as follows:

- Where the employee is eligible for three (3) weeks' vacation, the employee will receive ten percent (10%) in lieu of public holidays and vacation;
- Where the employee is eligible for four (4) weeks' vacation, the employee will receive twelve percent (12%) in lieu of public holidays and vacation and so on.

Termination of a Job Share

There will be a formal review by the Union and Management of each Job Share when it has been in place for one year and annually thereafter. For the initial 12-month trial period of the job share, the Union or Management may serve 3 months' written notice that the Job Share is to end. Either incumbent can terminate the Job Share at any time with 3 months' written notice. In the event that this occurs, the position will revert to full-time status, with its original incumbent, and the other incumbent will revert to their former position.

The maximum duration of a Job Share will be five (5) years.

The Job Share will end should one of the incumbents leave their position (resignation, promotion, employee initiated transfer). When this occurs, the position will be filled as follows:

- if the remaining Job Share incumbent is the employee who originally held the full-time position, they may choose to resume working full-time or request that the balance of the Job Share be posted with the understanding that the combined total duration of the Job Share is not to exceed five (5) years. In the event that there is no suitable candidate for the balance of the Job Share, the incumbent will have to assume the full-time position.

- if the remaining Job Share incumbent is the employee who did not originally hold the full-time position, the position will be posted as Regular Full-Time, and the remaining Job Share incumbent may apply for the position. If they choose not to apply, or are unsuccessful in the competition, the incumbent will revert to their former Regular Full-Time or Regular Part-Time position.

The Regular Full-Time or Regular Part-Time position held by an employee who successfully applies for a posted Job Share will be filled on a temporary basis with the understanding that should the incumbent not revert at the end of the Job Share, the position will be posted as Regular Full-Time or Regular Part-Time.

DATED this 2023 March 1, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYERS:	REPRESENTATIVES FOR THE UNION:
"L. Gous"	"B. Campbell"
"B. Davies"	

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