AGREEMENT

between

Greater Victoria Public Library Board

and

Canadian Union of Public Employees
Local 410

January 1, 2025 - December 31, 2027

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JOB EVALUATION PLAN (dated June 1997)

Greater Victoria Public Library's service area is located on the unceded traditional territories of the Songhees and Xwseps'əm (Esquimalt) Nations, the WSÁNEĆ Nations of SṮÁUTW̱(Tsawout) and W̱JOŁEŁP (Tsartlip), and the Sc'ianew (Beecher Bay) Nation.

Colonization and systemic racism still impact the lives of Indigenous Peoples today. Their historical and cultural relationship with the land and sea continues as they steward these sacred lands as they have since time immemorial.

COLLECTIVE AGREEMENT

BETWEEN:

GREATER VICTORIA PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

WHEREAS the Board is an "Employer" within the meaning of the *BC Labour Relations Code*;

AND WHEREAS the Union is a "Trade Union" within the meaning of said Code;

AND WHEREAS it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations;

AND WHEREAS the parties have carried out collective bargaining and have reached agreement;

NOW THEREFORE the parties agree with each other as follows:

ARTICLE 1, DEFINITIONS

1.01 Party

Means either of the parties' signatory to this Agreement.

1.02 Employee

Means any person defined as such by the *BC Labour Relations Code* who is employed in one of the categories listed below (Articles 1.04 through 1.07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

1.03 Bargaining Unit

Means the body of work performed by Employees for which the Union has received certification from the Labour Relations Board of British Columbia.

1.04 Regular Full-Time Employee

Is an Employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

1.05 Regular Part-Time and Seasonal Employee

(i) Is an Employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time regular Employee, yet at least one-half (½) the normal full-time work schedule per year.

NOTE: It is understood that once an Employee achieves regular part-time or regular seasonal Employee status, a reduction in the work available in a following year shall not result in the loss of regular status.

(ii) Regular part-time Employees who are working an established schedule, shall be offered, in order of seniority, additional available hours of work (which do not conflict with their existing schedule) over auxiliary Employees provided such work is within their department, program area, work site and classification in which the Employee is presently employed.

1.06 Auxiliary Employee

(i) Auxiliary Employee means an Employee of the bargaining unit not employed as a regular Employee and may be employed for:

(a) relief of a regular Employee on vacation leave, sick leave, maternity leave, workers' compensation of less than one (1) year duration, compassionate leave, education leave or other leaves,

(b) notwithstanding clause 1.06 (i) (a) relief of a regular Employee on maternity leave and parental leave and relief of a regular Employee of a duration up to 24 months while on long term disability.

(c) non-repetitive projects of less than one (1) year duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the Employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above.

(d) work of an emergency nature.

(ii) Auxiliary Employees include Employees who work less than regular part-time Employees.

(iii) Auxiliary Employees include all library pages (with the exception of the classification of "Senior Page").

(iv) By February 28th of each year, the Employer shall provide the Union with a list of all auxiliary Employees who were employed in the previous calendar year and the total amount of hours each of them worked.

1.07 Probationary Employee

Is any Employee who has not successfully completed the requirements of the probationary period pursuant to Article 11.02.

1.08 Regular Part-Time and Seasonal Employee Benefits

Regular part-time and regular seasonal Employees shall be covered by all provisions of the Collective Agreement that apply to a regular full-time Employee, except that:

(i) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked. Credit for these benefits shall be calculated twice yearly on January 1st and July 1st of each year, with the calculation of the (half-yearly) credit for the next six (6) month period being based upon the hours actually worked during the previous six (6) month qualification period, divided by the full-time hours normally available during that period.

Notwithstanding the foregoing, "regular seasonal" Employees working full weekly hours shall not have their statutory holiday entitlement on a pro-rata basis. A regular seasonal Employee who is actively at work on a full time weekly basis shall receive the same statutory entitlement as a regular full-time Employee and while on lay-off shall not receive any statutory holiday entitlement.

(ii) For purposes of clarification, the qualification periods referred to above are the previous July 1st to December 31st period for each January calculation, and the previous January 1st to June 30th period for each July calculation.

1.09 Auxiliary Employee Terms and Conditions of Employment

(i) At the time of hire an auxiliary Employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.

(ii) Other articles of this agreement notwithstanding, an auxiliary Employee shall not be entitled to the terms and conditions of this agreement, save and except as follows:

(a) the definition of an "auxiliary Employee" as set out in Article 1.06.

(b) the provisions of Article 4 - No Other Agreements/Representation.

(c) the Union Security and Check-off provisions set out at Article 5.01 – Union Membership, Article 5.02 - Union Dues, Article 5.03 - Dues Receipts and Article 5.04 - Union Notification.

(d) the provision of Article 6 - No Strikes or Lockouts.

(e) the receipt of a copy of the Collective Agreement as set out at Article 7.01.

(f) the provisions of the grievance and arbitration procedures of Article 10.

(g) Article 11.02 (ii) and (iii) shall apply to auxiliary Employees. An auxiliary Employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 11.03.

Auxiliary Employees shall serve a probationary period, equal in length of time to the hourly equivalent to that of a regular Employee.

For example: Auxiliary Employees working a standard forty (40) hour work week would serve a probationary period of one thousand forty (1040) hours and those Employees working a standard thirty-five (35) hour work week would serve a probationary period of nine hundred and ten (910) hours.

When an auxiliary Employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is re-employed in an auxiliary capacity, the Employee must start a new accumulation of hours for the purposes of auxiliary seniority rights.

(h) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 12.03, Factors Considered in Filling Posted Vacancies at Articles 12.02 (i), 12.02 (ii) and 12.02 (iii) and Previous Experience at Article 7.03.

(i) the Rest Break provision at Article 14.02 and the Reporting Pay provision at Article 14.05.

(j) the Overtime Rates provisions of Article 15.01 (i) and Article 15.01 (ii).

(k) An auxiliary Employee employed in classifications listed in Schedule "A" shall be paid not less per hour than the equivalent of the established rate for the position. Article 17.02 - Schedule "A" shall apply to auxiliary Employees.

(l) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary Employee will receive fourteen (14%) percent of their gross wage earnings.

(m) the Pay While Relieving in a Higher Rated Position provision of Article 17.04 (i) shall apply to auxiliary Employees however the allowable compensation set out at Article 17.04 (i) shall be solely Step 1 of the new position.

(n) the provisions of Article 17.07 - First Aid Allowance and Article 17.06 - Pages Discharging Books.

(o) An auxiliary Employee relieving a regular Employee in an assignment in excess of three (3) months shall receive the entitlements of Article 16, Shift Differential.

(p) the provisions of Article 22.01 - List of Union Officials, Article 22.03 Leave for Union Business and Article 22.04 - Leave for Full-Time Union Duties.

(q) the provisions of Article 25.01 - Access to Personnel File and Article 25.02 - Copies of Formal Discipline shall apply to auxiliary Employees.

(r) the provisions of Article 26 - Job Evaluation

(s) the provisions of Article 27 – Bereavement Leave and Article 30.01 – Benefit Trust Leave

(t) the Article 28, Maternity, Parental and Adoption Leave provisions (except Article 28.05 (i) Benefits, Article 28.06 SEIB and Article 28.07, Seniority) shall apply to auxiliary Employees.

(u) the provision of Article 32- Sexual and Personal Harassment and Article 33 - No Discrimination.

(v) the provisions of Article 35.01 Mutual Co-operation and 35.02 Hazardous Substances shall apply to auxiliary Employees.

(w) Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary Employee who works on a statutory holiday.

(x) The provisions of Article 23 Jury or Court Witness Duty shall apply to all auxiliary Employees.

(iii) An auxiliary Employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the Employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the regular position shall be added to their auxiliary hours upon return to their auxiliary status.

ARTICLE 2, UNION RECOGNITION

2.01 The Greater Victoria Public Library Board, through its accredited bargaining agent the Greater Victoria Labour Relations Association, recognizes the Canadian Union of Public Employees, Local 410, as the sole and exclusive bargaining agent for Employees in the bargaining unit, and hereby consents

and agrees to negotiate with the Union, through its bargaining committee, towards a peaceful and amicable settlement of any differences which may arise between them.

ARTICLE 3, MANAGEMENT RIGHTS

3.01 The management and direction of Employees shall be vested in the Employer through the Chief Executive Officer/Chief Librarian **or delegate**, except as this agreement otherwise specifies.

ARTICLE 4, NO OTHER AGREEMENTS/REPRESENTATION

4.01 No Employee shall be required, or permitted, to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

4.02 No Employee, or group of Employees, shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 5, UNION SECURITY AND CHECK-OFF

5.01 Union Membership

(i) All Employees shall, within thirty (30) calendar days of being employed, become and remain members in good standing of the Union as a condition of employment. All Employees who are presently members of the Union shall maintain their membership in good standing.

5.02 Union Dues

(i) Upon receipt of written authorization from the Employee, the Employer shall each pay period deduct from each Union member and remit to the Union, all union dues, initiation fees and assessments levied in accordance with the Constitution and Bylaws of the Union. Union dues shall be deducted from earnings from the date of hire.

(ii) All newly hired Employees shall, as a condition of employment, provide such written authorization to the Employer.

5.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of union dues deducted on behalf of each dues payee, by check-off, during the previous year.

5.04 Union Notification

The Union shall be notified of all promotions, hirings, layoffs, recalls, terminations of employment**, and retirements**. The Employer shall notify the Union of the name, address, classification and location of each new regular and auxiliary Employee within ten (10) working days of that Employee's appointment to staff.

5.05 Union Representation

Employees shall have the right of Union representation at any meeting which may affect the terms and conditions of their employment, including, but not limited to, investigation and discipline meetings. Such meetings shall be when it is operationally feasible, and approval is secured by the appropriate Supervisor.

ARTICLE 6, NO STRIKES OR LOCKOUTS

6.01 During the term of this Agreement there shall be no lockout by the Employer or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the Employees. The Employer shall not request, require or direct Employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the Employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the *BC Labour Relations Code*, and such Employee shall be deemed to be on unpaid leave.

ARTICLE 7, NEW EMPLOYEES

7.01 Copies of Agreement

On commencing employment, new Employees shall receive a link or upon request a copy of the Collective Agreement and job description for their classification from the Employer.

7.02 Printing of Agreement

(i) The Union and the Employer desire that every Employee be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of this Agreement and make them available to Employees within thirty (30) days of its execution.

(ii) The Union and the Employer shall each pay one-half (½) of the costs associated with the printing of the Collective Agreement.

7.03 Previous Experience

In confirming appointments or promotions to regular positions, or in engaging auxiliary Employees, consideration may be given to previous experience in the same or similar work when establishing the rate of pay of the Employee within the salary range for the particular position concerned.

7.04 Union Orientation

Within two (2) weeks of being hired, all new Employees shall be entitled to a thirty (30) minute Union orientation with a Union officer.

ARTICLE 8, UNION/MANAGEMENT COMMITTEE AND CORRESPONDENCE

8.01 Correspondence

Correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Secretary of the Union and the Chief Executive Officer/Chief Librarian **or delegate**.

8.02 Union/Management Committee

(i) A Union-Management Committee shall be established consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer. One (1) Employer and one (1) Union representative shall be appointed as co-chairpersons and shall alternate in presiding at meetings.

(ii) With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the parties agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 10 shall not be discussed. Such meetings are to be held every two (2) months or with mutual agreement on a more frequent basis. Such meetings are to be held within a reasonable time after request by either party.

(iii) The Committee shall meet within two (2) weeks of a request by either party, but not more frequently than once in each month, except by mutual agreement between the parties. The co-chairpersons shall draft an agenda and circulate it to the other members of the Committee at least three (3) days prior to the date of each meeting. Only those matters on the agenda shall be discussed, except by unanimous consent of those attending the meeting.

8.03 Staff Training and Development

(i) Where the Employer establishes a standing committee for the purposes of staff training or development the union and Employer may agree that one union staff member on the committee shall be appointed by the union to act as union representative on the committee.

(ii) The duties of the Union representative on the committee shall be, in addition to their other duties, to communicate to the committee positions of the Union or information from the Union that may be of interest to the committee but not speak on behalf of the committee.

(iii) The duties of the Union representative to the Union shall be established by the Union but in no event shall the Union direct the vote of the committee member, nor instruct or advise the member to obstruct the work of the committee.

(iv) Nothing in this Article shall affect existing management rights, including the right to establish and terminate such committees, and to set their terms of reference.

ARTICLE 9, LIBRARY BOARD MINUTES

9.01 A copy of the adopted minutes of regular Library Board meetings and committees, as appropriate, shall be provided to the Union upon its request.

ARTICLE 10, GRIEVANCE AND ARBITRATION PROCEDURES

10.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any Employee, bound by this Agreement concerning the interpretation, application, operation or any alleged violation of this Agreement or any other dispute, including any question as to whether any matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or services, consistent with WorkSafeBC and other Government Statutes.

10.02 Procedure

(i) Step 1: Within fifteen (15) working days from the date of the incident giving rise to the grievance, or within fifteen (15) working days from the time the Employee should reasonably have been aware of the incident giving rise to the grievance, the Employee shall discuss the matter with their immediate Supervisor, as designated by the Employer. If the Employee so desires, a union steward, or other designated Union representative, shall be present during the discussion at this Step. The Employer shall advise the Employee of their right to have a shop steward, or other designated Union representative present.

(ii) Step 2: If no settlement is reached at Step 1, the aggrieved Employee shall submit the grievance in writing to the exempt manager of the Employee, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the Employee and Union steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.

(iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and Management, within seven (7) working days of the last meeting at Step 2. Either party may be represented by a person employed by an organization to which it is affiliated at meetings held at this Step.

(iv) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be made to the other party, in writing, within ten (10) working days of the last meeting held at Step 3.

10.03 Extension of Time Limits

The parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void.

10.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or the Employer has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within fifteen (15) working days from the date of the incident prompting the grievance. In any grievance or dispute concerning pay cheques or pay statements, the fifteen (15) day time limitation shall commence on the date that the Employees received their pay cheques or pay statements.

10.05 Appointment of an Arbitration Board

(i) When either party requests that a grievance be submitted to arbitration pursuant to Article 10.02 (iv), it shall at the same time notify the other party of its nominee to the Arbitration Board. The recipient of this notice shall, within seven (7) working days, notify the other party, in writing, of its appointee to the Arbitration Board.

(ii) If the recipient of the notice under Article 10.02 (iv) fails to appoint its member within seven (7) working days, or if the two (2) appointees fail to select a chairman within seven (7) working days following their appointment, the appointment shall be made by the Minister of Labour.

(iii) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three (3) person arbitration panel.

10.06 Powers of Arbitration Board

(i) The Board may determine its own procedure in accordance with the *BC Labour Relations Code* and shall sit, hear the parties and settle the terms of the question to be arbitrated and make its award, within one (1) month of its first meeting. The Board shall deliver its award in writing to each of the parties, giving reasons for the decision. The award of the majority of the Board shall be final and binding on all parties. Where there is no majority, the decision of the chairman shall be the decision of the Board.

(ii) The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

(iii) Should the parties disagree as to the meaning of the Board's decision, either party may re-submit the matter in dispute to the Arbitration Board for clarification.

10.07 Cost of Arbitration

Each party shall pay the cost and expenses of its appointee to the Arbitration Board and shall share equally the cost and expenses of the Chairman.

10.08 Reinstatement After Dismissal or Suspension

Any Employee who has been wrongfully dismissed or suspended by the Employer and who is later reinstated, shall be compensated in full for all time lost less any earnings they may have made through other employment during the period of their dismissal or suspension.

10.09 Expedited Arbitration

Expedited arbitration process pursuant to the *BC Labour Relations Code*.

10.10 Deviation from the Grievance Procedure

(i) In the event, after having initiated a grievance in writing, an Employee files a complaint through any other external jurisdiction other than the grievance procedure, then the union agrees that pursuant to this Article

and fourteen (14) days after the Employee has filed their complaint in the other jurisdiction the grievance shall be considered to have been abandoned.

(ii) A complaint filed pursuant to the *BC Human Rights Code* is not included in (i) above.

ARTICLE 11, SENIORITY

11.01 Definition

(i) For purposes of this Agreement, seniority shall be defined as the length of an Employee's continuous employment from the date of last hire, in a regular position, provided that regular part-time and regular seasonal Employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on WorkSafeBC benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave.

Regular Employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

(ii) Leave of Absence shall not constitute a break in service for purposes of seniority.

11.02 Probationary Period

(i) All newly hired regular Employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such an Employee may be terminated if they are unsatisfactory for any work related reason. Upon satisfactory completion of the probationary period, the Employee's seniority shall commence on the date of initial appointment. In the event a probationary Employee has been absent from the workplace for ten (10) or more cumulative days, then after consultation with the Union, the probationary period may be extended by the length of time of any unpaid leave of absence granted during the probationary period.

(ii) Notwithstanding (i) above, an Employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months' probation in the posted position.

(iii) An Employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.

11.03 Auxiliary Employee Seniority

Auxiliary Employees who are appointed as regular Employees shall have their cumulative hours of work as an auxiliary Employee credited for purposes of regular seniority as follows:

(i) upon completion of the probationary period;

(ii) upon conversion from auxiliary to regular status.

It is understood that this clause applies to seniority only and is in no way applicable to service for purpose of retroactive benefit entitlement, except vacation and sick leave entitlements.

11.04 Seniority Lists

(i) The Employer shall maintain current seniority lists for regular Employees showing each Employee's seniority standing. Where two (2) or more Employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.

(ii) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work and hours of work as an auxiliary Employee shall be maintained by the Employer for the purposes of Article 12, Posting and Filling of Vacancies.

11.05 Loss of Seniority

A regular Employee shall lose seniority in the event:

(i) they are terminated for cause and are not reinstated;

(ii) they resign;

(iii) they have been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 13.08 (ii), or fails to report on the date and time required when so recalled.

11.06 Transfer Out of Bargaining Unit

(i) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such Employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an Employee is transferred or promoted out of the bargaining unit, they shall

retain the right to return and upon returning, they shall bump into a position consistent with their previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 13.03, provided such position is not higher than their former bargaining unit position. Junior Employees displaced as a result shall likewise be eligible to bump.

(ii) Employees transferred or promoted pursuant to this Article shall retain the right to return to the bargaining unit for up to twelve (12) months from the date of leaving, unless extended by mutual agreement of the Union and the Employer.

ARTICLE 12, POSTING AND FILLING OF VACANCIES

12.01 Posted Vacancies

(i) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position; (e.g., nature of position, pay rate or range, qualifications and experience required, etc.).

(ii) Where a single job classification or a series of job classifications is re-evaluated but where no change in job title(s) or job duties occurs, such position(s) shall not be posted in accordance with this Article, except as agreed between the Union and the Employer.

(iii) Temporary and auxiliary vacancies shall not be posted under this Article, except that temporary and auxiliary vacancies which the Employer anticipates will exceed three (3) months shall be posted.

(iv) A temporary vacancy caused by an Employee being on long-term disability may be filled by an auxiliary Employee, subject to conversion to regular status pursuant to Article 1.06(i)(a). The posting shall indicate that the term of the appointment is not known.

(v) When the Employer intends to request applicants to complete examinations or tests as part of the selection process, the Employer shall include on the posting notice of the examination or test and where appropriate, the expected level of proficiency.

(vi) All posted or advertised vacancies shall include the following statement on the notice "This is a Union position".

(vii) Co-op opportunities shall not be posted under this Article, the terms of which are four (4) months in duration.

12.02 Factors Considered in Filling Posted Vacancies

(i) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the Employee having the greatest seniority shall receive preference.

(ii) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.

(iii) In any arbitration pursuant to Subsection (ii) above, if the Union is first able to demonstrate that the senior Employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.

(iv) A regular Employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if they are judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such Employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the Employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer.

In such circumstances, the Employer shall consider the Employee as having already achieved the required certification at the time of the promotional competition. The Employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (i) above, they shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the Employee fails to achieve such certification within this period, the Employee shall revert to their former position.

v) In cases of a lateral transfer, meaning an Employee is the successful candidate for a vacancy in the same position they occupy there shall be no appraisal period.

vi) Where there is more than one internal applicant for a lateral transfer, seniority shall prevail.

12.03 Applications by Auxiliary Employees

(i) Auxiliary Employees shall be eligible to apply for any vacancy posted under this article and filled on the basis of Article 12.02. Provided always that the qualifications, experience, skill and ability of the auxiliary Employee to perform the work in question is equal to that of an external applicant, the auxiliary Employee shall receive preference.

(ii) Auxiliary Employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary Employee's hours worked shall be recognized as seniority for the purposes of this Article.

12.04 Appraisal Period

When a currently employed regular Employee is selected to fill a vacancy posted under Article 12.01, they shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the Employee may be returned to their former classification and pay rate without a loss in seniority, should they prove unsatisfactory or unable to perform the duties of the new position.

12.05 Disclosure of Documents

Upon the filing of a grievance and upon receipt of a written request from the Employer or the Union for disclosure of documents, the parties agree to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law. The question of whether such disclosure is prohibited by law may be referred to an arbitrator for a binding decision.

12.06 Appointment Timeframe

Where reasonably possible the successful candidate to a posted vacancy shall be appointed to the position within sixty (60) calendar days of the closing date of the posting.

12.07 On the Job Training

(i) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to Employees within their own functional work units during the normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within the work unit and/or department and, secondly, to provide enhanced opportunity for Employees to advance within their own departments as permanent vacancies occur therein.

(ii) Additional Employer considerations when selecting Employees for training under this article shall be as follows in rank order:

(a) The present and future operating needs and efficiency of the department and/or work unit involved;

(b) the relationship between an eligible Employee's current work and the training to be offered;

(c) the capabilities and past performance of the Employees considered for training; and,

(d) seniority.

(iii) Training of a more general nature or of interest to a number of Employees in a given work unit or department may also be offered by the Employer under this Article. Such training shall always meet the basic criteria set out in the first sentence of Subsection (i) with Employees being selected for such training on the basis of Subsection (ii).

(iv) Training under this Article shall in no event take place between departments and shall not be provided solely to enable Employees to obtain the qualifications or experience required in order to qualify for higher paid positions. For purposes of this Article, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

ARTICLE 13, LAYOFF, RECALL AND BUMPING

13.01 Definition

Consistent with the following Articles, a layoff shall be defined as the loss by a regular Employee of the opportunity to work in the position they currently occupy as a result of either:

(i) the elimination of such position, or

(ii) any reduction in working hours for a regular full-time Employee, or

(iii) the permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time or regular seasonal Employee, or

(iv) the reduction in the rate of pay (pay grade) in the position as a result of a re-evaluation of the position.

13.02 Layoff Order

Regular Employees shall be laid off on the basis of the classification and department designated for the layoff by the Employer, with the senior Employee(s) being retained in that classification and department, provided

always that they have the required qualifications, experience, skill, and ability to perform the work in question. All determinations of qualifications, experience, skill, and ability shall be made by the Employer in a fair and equitable fashion.

13.03 Bumping Rights

(i) Within three (3) working days after being notified under Article 13.02 that they occupy a classification designated for layoff, those regular Employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-à-vis more junior Employees, by indicating their acceptance to bump into the position(s) designated by the Employer for such purposes on the basis of Subsections (a) and (b) below, provided always that the bumping Employee has the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity to do so under this Article 13.03, shall result in the affected Employee being laid off and placed on the recall list:

(a) firstly the most junior Employee occupying a classification in a lateral pay grade; or failing that

(b) the most junior Employee occupying a classification in the next or each subsequent lower pay grade.

(ii) Upward bumping is not permitted under this Article, except where an Employee's position has been re-evaluated to a lower pay grade and the Employee did not bump another Employee at that time, upward bumping shall be permitted the next time a layoff occurs to that Employee and only to a position in their former higher pay grade. Regular part-time Employees may only bump other regular part-time Employees.

(iii) When an Employee bumps a more junior Employee in accordance with Article 13.03, they shall be placed at the same increment step of the new wage grade as they occupied before so bumping.

13.04 Notice of Layoff

(i) The Employer shall provide written notice to regular Employees who do not bump a more junior Employee in accordance with Article 13.03 and who, as a result, are to be laid off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years' continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks' notice. If the Employee is not given opportunity to work the applicable notice period, they shall be paid for that portion of the notice period during which work was not made available.

(ii) The Union shall be notified of all layoffs under this Article.

(iii) Notice under this Article 13.04 shall not apply to temporary layoffs as defined in the *BC Employment Standards Act*. A layoff not exceeding thirteen (13) weeks being defined therein as temporary.

13.05 Appraisal Period

(i) A regular Employee who bumps a more junior Employee in accordance with Article 13.03, or who is recalled to employment in accordance with Article 13.08 (ii), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) consecutive months in the new position. During this period should the Employee prove unable to satisfactorily perform the duties of the new position, they shall be laid off and placed on the recall list.

(ii) In no event shall any Employee be permitted to bump a second time as a result of the same layoff.

13.06 Severance Pay

Within three (3) working days of being notified of layoff under Article 13.04, and as an alternative to either bumping a more junior Employee in accordance with Article 13.03, or working the notice period, being laid off and placed on the recall list, the affected regular Employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article 13.06 shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

13.07 Recall List

Regular Employees laid off under this Article, and not bumping a more junior Employee in accordance with Article 13.03, and not electing to take severance pay in accordance with Article 13.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

13.08 Recall Rights

(i) Laid off regular Employees on the recall list may make application, on the same basis as active Employees, for regular vacancies posted under Article 12.01. Laid off regular Employees on the recall list who do not apply for posted vacancies shall receive no consideration when such vacancies are filled on the basis of Article 12.02.

(ii) If the regular vacancy is not filled under Subsection (i), and in accordance with Article 13.09 below, the Employer shall then attempt to recall a former regular Employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new Employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.

(iii) In no event shall the Employer be required to re-employ any former Employee who has been laid off and on the recall list for longer than twelve (12) consecutive months.

(iv) Notwithstanding Article 13.08, Recall Rights, an Employee who has been given notice of layoff and has chosen to bump in accordance with Article 13.03, Bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such Employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two (2) or more such Employees seek recall to the same vacancy.

13.09 Recall Procedures

(i) It shall be the responsibility of laid off regular Employees on the recall list to maintain their current telephone number and postal address with the Employer's Personnel Department or its equivalent. When filling regular vacancies on the basis of Article 13.08 (ii), and before offering employment to a new Employee, the Employer shall attempt to contact a laid off regular Employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the Employee of the date and time to report for work. Failing personal contact, the Employer shall send a double registered letter to the Employee's current postal address. Should the Employer be unable to contact the Employee within ten (10) working days from the postal registration date, or should the Employee either not accept the recall, or fail to report on the date and time required, the Employee shall lose all rights to recall.

(ii) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the Employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.

(iii) Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer will be able to contact them during such absence.

(iv) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

13.10 Status While on Recall List

During their twelve (12) month period on the recall list, laid off Employees shall not be eligible to receive any of the benefits of this Agreement. The seniority, sick leave credits and vacation entitlement level of such Employees shall be frozen at the time of their layoff and should the Employee be recalled pursuant to this Article within the twelve (12) month recall period, the seniority, sick leave credits and vacation entitlement level of such Employee shall be reinstated to that which existed at the time of the layoff.

13.11 Temporary Layoffs or Work Stoppages

This Article 13 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from causes reasonably beyond the control of the Employer.

13.12 Special Placement

The Employer and the Union shall accommodate Employees as required by the *BC Human Rights Code*.

ARTICLE 14, HOURS OF WORK

14.01 Work Week

The normal regular full-time work week shall be thirty-five (35) hours and, except where otherwise mutually agreed between the parties, the five (5) day week shall be in effect.

14.02 Rest Breaks

Every Employee shall be allowed a fifteen (15) minute rest break in both the first and second half of their working day, this time to be taken at the convenience of the department concerned and at the discretion of the immediate Supervisor. This is in addition to a meal break.

14.03 Rest Days

Regular full-time Employees shall not be required to split-up their scheduled rest-days in any week, except where the Employee and their Supervisor agree otherwise.

14.04 Split-Shifts

No Employee shall be required to work a split work shift (day), except by mutual consent of the parties when operational needs require.

14.05 Reporting Pay

(i) Unless notified to the contrary prior to leaving home to report for scheduled work, an Employee shall be paid two (2) hours at the regular rate.

(ii) An Employee who commences work shall be paid not less than four (4) hours pay.

(iii) Notwithstanding (ii) above, a high school student who commences work on a school day shall be paid not less than two (2) hours pay.

(iv) When a worksite is closed either by the Employer or by something out of the Employer's control, Employees at that site shall be paid for their scheduled shift on that day.

14.06 Flexible **Schedules**

(i) A flexible **schedule** may be implemented in a department or work group after consultation with and mutual agreement of the Chief Executive Officer/Chief Librarian (or their designate) and the Union.

(ii) All reasonable requests for a flexible **schedule** shall be **considered within ninety (90) days of a written request. Requests shall not be unreasonably denied**.

(iii) Each agreement may be cancelled with thirty (30) days notice by either party.

(iv) Seniority shall be the deciding factor where two or more Employees of the same classification and work unit apply for the **same flexible schedule arrangement.**

(v) No Employee shall work longer than nine (9) hours in any day.

(vi) Lunch breaks shall be no less than one-half (½) hour duration.

(vii) Rest periods as per Article 14.02 shall be maintained.

(viii) There shall be no additional cost to the Employer as a result of permitting any Employee to work a flexible **schedule**.

14.07 Sunday Operations

The parties agree that the following provisions shall apply to provide service to the public on Sundays:

(i) The number of and the positions of regular full time and regular part time Employees required at any facility to provide for Sunday opening of library facilities shall be determined by the Employer.

(ii) The Employer shall canvas regular Employees in such needed positions at the facility where a Sunday opening is to occur, seeking appropriate volunteers to work on a Sunday.

(iii) In the event an insufficient number of appropriate regular Employees volunteer to work on a Sunday(s), then the Employer shall designate Employees on a rotational basis to work on the Sunday, providing as much notice as practical. No regular full-time Employee shall suffer a loss of wages as a consequence of working Sundays.

(iv) A premium of time and one-half (1 ½) shall be paid to regular Employees who work on a Sunday, and the overtime provisions of Article 15 shall not apply until seven (7) hours have been worked on a Sunday.

(v) The Supervising Clerk shall be paid not less than time and one half (1 ½) their normal rate or time and one half (1 ½) at Step 1 of the Branch Clerk Supervisor pay grade and the Supervising Librarian shall be paid not less than time and one half (1 ½) their normal rate or time and one half (1 ½) at Step 1 of the Branch Head pay grade. Consequently Article 17.04, shall not apply in such circumstances.

(vi) The Employer and the Union agree to address at the Union Management Committee other particulars of Sunday openings should they arise.

14.08 Shift Rotation

(i) All shifts shall be rotated on an equal basis, insofar as possible, amongst the regular full-time Employees within a functional work unit, who are involved in shift work. Consideration shall be given to Employee preferences, fairness and equity. Employees may, voluntarily work on a specific shift. Such arrangement may be made with the mutual consent of the Employees concerned and the Coordinator or where there is no Coordinator, the Director.

(ii) For the purposes of this Article, a functional work unit is defined as a group of regular full time Employees working in the same location in the same department.

14.09 Job Sharing

(i) It is understood that the number of job sharing units (pairings) which shall be utilized in the Library shall be limited to five (5) in number. Each such job sharing unit (pairing) shall require the written approval of the Chief Executive Officer/Chief Librarian before being implemented.

(ii) There shall be no extra cost to the Employer as a result of implementing or maintaining any job sharing unit (pairing).

(iii) Scheduling of working hours shall be done within the department concerned, but the hours of work of each incumbent in a job sharing unit (pairing) must average one-half (½) time.

(iv) The two (2) incumbents involved in each job sharing unit (pairing) shall share the wages, benefits and conditions provided by the Collective Agreement, to a combined maximum which is the same as if one Employee occupied that position. Where it is impossible to split a benefit or condition between the two (2) incumbents, one (1) or both shall be required to pay the additional costs incurred by the Employer in making that benefit or condition available to both.

(v) In order to institute a job sharing unit (pairing), voluntary acceptance by the incumbent currently occupying that position is required. The other member of the pairing shall be selected by the Employer, with the primary consideration being compatibility. It is understood that job sharing units (pairings) shall not necessarily be posted and Employees seeking to be involved should make their interest known in writing to their Department Head, which request shall be forwarded with the Department Head's recommendation to the Chief Executive Officer/Chief Librarian.

(vi) When one (1) incumbent of a job sharing unit (pairing) is absent (e.g. sick leave, vacation, etc.) the other member of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time rather than employing a temporary replacement, when full-time coverage is required by the Employer. When one (1) member of the pairing so works, they shall be granted compensatory time-off rather than additional straight-time pay.

(vii) When both incumbents, or the Employer, wish to discontinue any job sharing unit (pairing), the incumbent longest in the position in question shall be given preference over the lesser service incumbent for purposes of retaining the full-time position which results. The lesser service incumbent shall either be laid-off or "bump" a more junior Employee in accordance with the terms of this Agreement, on the same basis as would any other regular part-time Employee.

ARTICLE 15, OVERTIME

15.01 Overtime Rates

(i) Overtime rates shall apply when an Employee works more than seven (7) hours in any day, or more than thirty-five (35) hours in any week, with the exception that when an Employee 's normal schedule of work (e.g. flex time, continuous, etc.) requires them to work more than seven (7) hours in any day or more than thirty-five (35) hours in any week, overtime rates shall not apply.

(ii) For purposes of this Article, overtime shall be paid at the rate of one and one-half (1½) times the normal basic rate for the first three (3) hours per day and double time (2x) thereafter.

15.02 Time-off in Lieu of Overtime

If time-off is to be taken in lieu of payment for overtime, this must be agreed to prior to the overtime being worked and the time-off shall be scheduled at a time selected by the Employee and acceptable to the immediate Supervisor.

15.03 Standby

(i) Standby shall be defined as a scheduled period of time outside of an Employee's normal work day/shift when that Employee is required to remain available for duty on an on-call basis.

(ii) An assignment to standby duty shall be for a minimum of four (4) consecutive hours.

(iii) For every four (4) consecutive hours an Employee is directed by the Employer to be on standby, the Employee shall receive one (1) hour of pay at their regular rate of pay. For each additional hour of standby (beyond the four (4) hour minimum) an Employee shall receive one quarter (1/4) hour of pay at their regular rate of pay.

(iv) Any Employee required by the Employer to carry and to respond to communication devices such as, but not limited to, cell phones, pagers or mobile radios outside their regular work schedule **shall** be paid as per Article 15.03(iii) above.

15.04 Call-Out

(i) Call-out shall be defined as an authorized or required unscheduled return to duty following completion of an Employee's normal work day/shift or work week.

(ii) Employees answering to call out duty shall be paid three (3) hours at the overtime rate as provided in Article 15.01, or, time worked plus travel at the overtime rate, whichever is greater, except that where more than one (1) call out is required of the same Employee during any period of eight (8) consecutive hours, the Employee shall be paid at the rate of one and one-half times (1-1/2x) the regular rate for all time worked, including travel, for the second and subsequent call-outs.

ARTICLE 16, SHIFT DIFFERENTIAL

16.01 Regular Employees or auxiliary Employees working full-time shifts in excess of three (3) continuous months regularly working on afternoon or night shifts shall be paid a shift differential as follows:

(i) 6:00 p.m. to 12 midnight - 75¢ per hour.

(ii) 12:00 midnight to 6:00 a.m. - 85¢ per hour.

16.02 This shift differential is to be paid for hours or portion there of worked only and is not to be included in overtime calculations.

16.03 Regular Employees or auxiliary Employees working full-time shifts in excess of three (3) continuous months shall be paid the shift differential for all regular hours worked prior to 6:00 a.m. and after 6:00 p.m. on any day, provided, that where the majority of an Employee 's regular work hours fall outside of the period 6:00 a.m. to 6:00 p.m., the shift differential shall apply to the entire shift.

ARTICLE 17, WAGES/SALARIES AND ALLOWANCES

17.01 Bi-weekly Pay

Pay cheques shall be issued on a bi-weekly basis, paydays being every second Friday.

17.02 Schedule "A"

(i) The salaries to be paid by the Employer shall be those set forth in Schedule "A" attached hereto.

(ii) The Employer shall not increase the rate of pay of any Employee beyond that set out in this Collective Agreement without the mutual agreement of the Union and such mutual agreement shall not be unreasonably withheld.

17.03 Service Pay

(i) All regular Employees shall receive an additional ten cents (10¢) per calendar day after five (5) years' continuous service; and an additional ten cents (10¢) per day after each further five (5) years' continuous service.

(ii) It is understood that those Employees with broken service who are currently receiving service pay under the terms of the previous Agreement, will continue to receive service pay with additional units as they qualified under the previous agreement for as long as they remain continuously employed. However, should they cease employment at any future date and then return to the Employer's employ, the base year for calculating service pay will be the year of latest re-employment and the terms of Subsection (i) shall apply. All other Employees will be covered by Subsection (i) above and should they leave the Employer's employ and become re-employed in the future, the base year for service pay calculation will be the year of latest employment.

17.04 Pay While Relieving in a Higher Rated Position

When appointed by the Employer to perform the full duties of any higher paid position than their own:

(i) Regular Employees shall receive the minimum salary for the higher position, or an amount equal to one (1) increment above the Employee's regular salary, whichever is the greater, for the time spent in the higher position, subject to Subsection (ii) below.

(ii) In the event that an Employee does not perform the full duties of higher position, a pay adjustment in an amount determined by the Chief Executive Officer/Chief Librarian, shall be made to compensate for the additional responsibilities assumed which adjustment shall not be less than one (1) increment above their regular salary, or, if substituting in a supervisory position the adjustment shall not be less than two (2) increments above their regular salary.

(iii) Where more than one (1) Employee is qualified to fill the higher rated position the most senior available and willing Employee from within that functional work unit shall be appointed.

17.05 Salary Increments

Employees shall receive salary increments after serving a minimum of twelve (12) months at the previous Step.

17.06 Pages Discharging Books

Pages discharging books shall be paid a premium of one dollar and twenty five cents ($1.25) per hour for time actually worked performing such duty. This premium shall not apply to the classification of Senior Page.

17.07 First Aid Allowance

(i) An Employee who is required by the Employer to hold a valid Level 1 Occupational First Aid Certificate shall be paid twelve dollars ($12.00) bi-weekly.

(ii) An Employee who is required by the Employer to hold a valid Level 2 Occupational First Aid Certificate shall be paid seventy-five dollars ($75.00) bi-weekly.

ARTICLE 18, ANNUAL VACATIONS

18.01 Entitlement

Paid annual vacation for regular Employees shall be as follows:

(i) Regular Employees leaving the service of the Employer in less than twelve (12) months from their date of appointment shall be granted vacation pay in accordance with the following:

(a) For such Employees entitled to three (3) weeks' vacation - six percent (6%) of their pay from their commencement of continuous service to their termination date.

(b) For such Employees entitled to four (4) weeks' vacation - eight percent (8%) of their pay from their commencement of continuous service to their termination date.

(ii) The following shall apply for all regular Employees, except professional librarians:

(a) In the first calendar year of service, vacations shall be granted on the basis of one and one-quarter (1¼) working days for each month or portion of a month greater than one-half (½) worked. The entitlement to such vacation shall commence upon the conclusion of six (6) months' continuous service.

(b) After the first (1st) year of service and up to the end of the fourth (4th) year of service – fifteen (15) days' vacation per annum.

(c) After the fourth (4th) year of service and up to the end of the eighth (8th) year of service – eighteen (18) days' vacation per annum.

(d) After the eighth (8th) year of service and up to the end of the **twelfth** (**12**th) year of service – twenty-three (23) days' vacation per annum.

(e) After the twelfth (12th) year of service and up to the end of the sixteenth (16th) year of service – twenty-five (25) days' vacation per annum.

(f) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24) year of service – twenty-eight (28) days' vacation per annum.

(g) During the twenty-fifth (25th) year of service and each year of service up to the end of the twenty-ninth (29th) year of service – thirty (30) days' vacation per annum.

(h) During the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days' vacation per annum.

(iii) The following shall apply for professional librarians:

(a) In the first (1st) calendar year of service, vacations will be granted on the basis of one and two-thirds (1 2/3) working days for each month or portion of a month greater than one-half (½) worked. The entitlement to such vacation shall commence upon the conclusion of six (6) months' continuous service.

(b) After the first (1st) year of service and up to the end of the fourth (4th) year of service - twenty (20) days' vacation per annum.

(c) After the fourth (4th) year of service and up to the end of the **twelfth** (**12**th) year of service - twenty three (23) days' vacation per annum.

(d) After the twelfth (12th) year of service and up to the end of the sixteenth (16th) year of service – twenty five (25) days' vacation per annum.

(e) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24th) year of service - twenty eight (28) days' vacation per annum.

(f) During the twenty-fifth (25th) year of service and each year of service up to the end of the twenty-ninth (29th) year of service - 30 days' vacation per annum.

(g) During the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days' vacation per annum.

(iv) For regular part-time Employees who may work in excess of their normally scheduled hours, the excess vacation accumulation earned in the period October 1st to December 31st will be scheduled and taken in the following calendar year.

18.02 Termination of Employment

Regular Employees who leave the service of the Employer after completing twelve (12) consecutive months of employment shall receive vacation, or pay in lieu thereof, for any proportional vacation earned but not taken prior to their termination date, on the basis of one-twelfth (1/12th) of their vacation entitlement for each month, or portion of a month greater than one-half (½), worked from their anniversary date to their date of termination;

provided that;

(i) "Calendar year" for purposes of this Article 18 shall mean the twelve-month period from January 1st to December 31st, inclusive.

(ii) In all cases of termination of service for any reason, adjustment will be made for any overpayment for annual vacation.

18.03 Accrual of Vacation

Annual vacation shall normally be taken annually in the amount of each Employee 's annual vacation entitlement. Application for the accrual of annual vacation from one calendar year into the next calendar year, whether caused by stress of work or with a view to accumulation for specific purposes, must be made by November 15th in any calendar year and the Employer's decision will be made by December 1st in the same year. Failing such approval Employees are to take their annual vacation in the calendar year of their entitlement. In cases of an approved accrual of part or all of an Employee's previous annual vacation, such accrued vacation is to be taken at a time approved by the head of the department.

18.04 Work During Scheduled Vacation

No Employee shall be required to perform any work during their scheduled vacation. Should the Employer request an Employee to work during a scheduled vacation, the Employee may do so at their sole discretion, provided that pay for such work shall be at full overtime rates, (i.e., time and one-half (1½) for the first three (3) hours and double time (2x) thereafter).

18.05 Long Service Special Vacation

In addition to annual vacation, as defined in Article 18.01, where a regular Employee has served continuously for a period of thirty (30) years, they shall become entitled to one (1) calendar month's special vacation, with pay, as a reward for long and faithful service.

ARTICLE 19, STATUTORY HOLIDAYS

19.01 Entitlement

(i) The following shall be paid statutory holidays for regular or probationary Employees:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

plus all general holidays proclaimed by the GVPL's member municipalities, by the Province of British Columbia and/or the Government of Canada.

(ii) No deduction in the wages or salaries of any regular or probationary Employee shall be made on account of the above statutory holidays.

19.02 Statutory Holidays Falling During Annual Vacation

When a statutory holiday falls and is celebrated during a regular or probationary Employee 's annual vacation period, the Employee shall receive another day off, with pay, at a time mutually arranged between the Employee and their department head; to be taken within sixty (60) days.

19.03 Statutory Holidays Falling on a Regular Rest-day

When a statutory holiday falls and is celebrated on a regular or probationary Employee 's scheduled rest-day, the Employee shall receive one (1) day's pay or another day off with pay, at a time mutually agreed upon between the Employee and their department head; to be taken within sixty (60) days.

Part-Time Employees shall be entitled to take their pro-rated time in lieu as it is earned and have the ability to combine such time with other entitlements in order to create a full day.

19.04 Work on a Statutory Holiday

Where a regular or probationary Employee is scheduled to work on a statutory holiday, the Employee shall be compensated at the rate of double time (2x) for all hours worked on such day and be given a day off with pay in lieu of the holiday.

ARTICLE 20, SICK LEAVE

20.01 Definition

For purposes of this Article, sick leave is defined as those periods when a regular Employee takes leave with pay pursuant to Article 20.02 because the Employee is ill or disabled for reasons not covered by WorkSafeBC and, as a result, is unable to attend work.

20.02 Entitlement

Regular Employees shall be eligible for sick leave in accordance with the schedule set out below, subject always to the maximum accrual established in Article 20.04:

(i) During the first twelve (12) months of service: one (1) day for each completed month of service.

(ii) Upon completion of the one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.

(iii) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.

(iv) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.

(v) The yearly sick leave entitlements set out in Subsections (ii) through (iv) above shall be advanced to Employees on January 1st of each year of service. However, should the employment of such Employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the Employee 's final cheque to repay such advance.

20.03 Proof of Illness

(i) The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.

(ii) Where the Employer requires a medical report during an examination of the "duty to accommodate" (pursuant to the requirements of the *BC Human Rights Code*) the Employer shall pay the doctor directly.

20.04 Sick Leave Accrual

Regular Employees shall accrue and have available any unused sick leave entitlement, as provided in Article 20.02, at the rate of one hundred percent (100%). The maximum accrual allowance to one Employee shall be one hundred and thirty (130) days.

20.05 Sick Leave Payout

No cash payment for unused sick leave will be paid to any Employee leaving the service of the Employer.

20.06 Sick Leave Records

(i) Employees shall be informed as to the amount of sick leave to their credit upon request.

(ii) A record of all unused sick leave shall be kept by the Employer. As soon as operationally possible after the close of business in each calendar year, each Employee will have access to their sick leave accumulation via the current online portal.

20.07 Subrogation

An Employee who receives wage loss benefits from a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 20 (Sick Leave) up to the amount of:

(i) Benefits received from the Employer as sick leave under Article 20 (Sick Leave); or

(ii) Benefits received from a court action and designated as compensation for loss of wages, whichever is less.

(iii) If eligible for receipt of reimbursement from a court action, the sick leave shall be restored to the amount of reimbursement remitted by the Employee in the order withdrawn from their sick leave bank(s).

20.08 Medical Appointments

Time off for an Employee to attend a dentist, doctor or other medical appointment will not be deducted from the Employee's sick leave entitlement unless it exceeds two (2) hours per appointment or occurs on a "very frequent basis". Approval for the time off is required from the immediate Supervisor.

20.09 Personal, Emergency and Family Leave

(i) A regular Employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of four (4) paid work days to be deducted from their accumulated sick leave bank (Article 20.04) for the purposes of personal, emergency and family leave.

(ii) In order to be entitled to the paid leave pursuant to this Article, an Employee must have and maintain a minimum of seventy-five (75) days in their accumulated sick leave bank. Article 20.09 does not apply where vacation or other enumerated leaves in the Collective Agreement apply to the request at issue.

(iii) An Employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.

(iv) In the event of an emergency or unforeseeable occurrence the Employee shall notify their Supervisor of their absence as soon as practical.

(v) The GVPL may request information reasonably necessary from the Employee to determine whether the leave falls within the scope of Article 20.09 in the Collective Agreement.

(vi) Employees can use accrued leave under Article 20.09 if the reason for their leave falls within the scope of Article 20.09 of the Collective Agreement.

(vii) When the GVPL closes a branch under its Work Location Closure – Service Disruption Policy and Procedures, affected Employees who were scheduled to work and are not re-deployed to a different branch can use leave accrued under Article 20.09 for hours not worked because of the closure.

20.10 Domestic Violence Leave and other Leaves within Part 6 of the *Employment Standards Act*

(i) The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect health and well being of Employees and their families.

When Employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

(ii) The Employer agrees to provide the following leave for victims of domestic violence:

(a) Five (5) days leave with pay.

(b) Up to 20 weeks of unpaid leave

(iii) Domestic Violence Leave may be taken for any of the following purposes:

(a) To seek medical attention for the Employee's child in respect of a physical or psychological injury or disability caused by domestic violence.

(b) To obtain services from a victim services organization.

(c) To obtain psychological or professional counselling

(d) To relocate temporarily or permanently

(e) To seek legal advice or assistance through law enforcement

(f) The previous leaves outlined above are accessed by request to, and approval of, the CEO or designate;

(g) The Employer will not disclose information relating to the leave to others save for disclosure governed by statute and legal requirements, or disclosure to another Employees who is required to have the information in relation of their duties, or with the consent of the Employee pursuing the leave.

(h) Other leaves under the *BC Employment Standards Act – Part 6* remain of equal importance to all Employees and includes provisions in the ESA which provide process for the following leave provisions which aren't outlined in this collective agreement:

Illness or Injury Leave
Family Responsibility Leave
Compassionate care Leave
Critical Illness or Injury Leave
COVID 19 related Leave
Leave respecting disappearance of a child
Leave respecting death of a child

ARTICLE 21, EFFECT OF ABSENCES ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS

21.01 Regular Employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave, provided the absence from work with pay does not exceed six (6) consecutive months.

21.02 Regular Employees shall not earn vacation, sick leave and statutory holidays while they are on:

(i) paid sick leave longer than six (6) consecutive months;

(ii) Long Term Disability Plan **benefits**;

(iii) unpaid leave in excess of thirty (30) consecutive days (calculated from the first day of absence of the leave from work with statutory holiday entitlements determined by the *BC Employment Standards Act*);

(iv) WorkSafeBC compensation in excess of **six** (**6**) consecutive **months**.

ARTICLE 22, LEAVE OF ABSENCE FOR UNION OFFICIALS

22.01 List of Union Officials

The Union shall provide the Employer with a list of Employees who are its elected officers, shop stewards and any other official representatives. This list shall be kept current at all times.

22.02 Union Stewards Rights and Privileges

(i) The Union shall maintain a Steward in each Branch, Department or Section and shall notify the Employer in writing of the name of each Steward, as well as the name of the Union's Chief Steward. The Union shall maintain the currency of this list at all times.

(ii) Stewards, whose names appear on this list, may assist Employees in their Branch, Department or Section in preparing and presenting their grievances at Step 1 and Step 2 of the grievance procedure if the Employee requests. The Union agrees that, whenever possible, these duties shall be performed outside normal working hours. Otherwise, the Union agrees that Stewards will not leave their place of work without obtaining the permission of their Supervisor, which permission shall be granted subject always to operational needs.

22.03 Leave For Union Business

(i) All applications for leave of absence to conduct Union business whether with or without pay shall be granted only upon application to and upon receiving permission from the Chief Executive Officer/Chief Librarian, or their delegate.

(ii) Official representatives of the Union, to the maximum number listed below, shall be granted time off without loss in regular salary/wages when meeting with official representatives of the Employer for the purpose of:

(a) Settling a grievance at Step 3 that has not been referred to a third party or to arbitration - to a maximum of three (3) Union representatives.

(b) Union/Management Committee meetings to a maximum of five (5) Union representatives in accordance with past practice.

(c) Negotiating revisions or a renewal of this Agreement when the official paid representation from the Union shall be a maximum of three (3) Union representatives.

(iii) Official representatives of the Union shall be granted leaves of absence without salary or benefits for the purpose of attending meetings or transacting other business in connection with matters affecting members of the bargaining unit. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under Subsections (ii) or (iii).

(iv) When leave without pay is granted under this Article 22.03, the Employer shall not make a deduction from the regular salary or the benefits of the Employee (s) on leave provided the Union reimburses the Employer the amount of the salary and benefit cost, within thirty (30) days of the invoicing date by the Employer, which invoice shall be forwarded to the Union within thirty (30) days of the time being taken.

22.04 Leave for Full Time Union Duties

(i) An Employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for the term of their appointment.

(ii) An Employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected Employee.

(iii) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

ARTICLE 23, JURY OR COURT WITNESS DUTY

23.01 The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service or court witness duty. The Employee will present proof of service and the amount of payment received.

ARTICLE 24, BENEFIT PLANS

24.01 Medical Services Plan and Extended Health Benefits

(i) In consideration of a regular Employee contributing twenty percent (20%) of the monthly cost of such Employee's participation in the British Columbia Medical Services Plan, and the Extended Health Benefit Plan under the trusteeship of the Capital Area Benefits Trust the Employer will contribute the remaining eighty percent (80%).

(ii) The Extended Health Benefit coverage shall include:

(a) vision care providing for full reimbursement towards the cost of the purchase of **prescription eyeglasses, prescription sunglasses, contact lenses** or laser eye surgery every two (2) years for each regular Employee and their dependents to a maximum cost of **five** hundred dollars (**$500.00**);

(b) hearing aids to a maximum of three thousand dollars ($3000.00) every five (5) years;

(c) an unlimited lifetime maximum;

(d) BlueNet;

(e) no deductible;

(f) eye examinations for each regular Employee and dependents to a maximum of one hundred dollars ($100.00) every two (2) years.

(g) mental health care providing for reimbursement of care provided by a psychologist, clinical counsellor, social worker, or similar, up to a maximum cost of one thousand, two hundred dollars ($1,200.00) for each regular Employee and their dependents;

(h) paramedical coverage providing for reimbursement of care provided by a physiotherapist and registered massage therapist, up to a maximum cost of seven hundred, fifty dollars ($750.00) for each regular Employee and their dependents;

(i) core gender affirming care up to ten thousand dollars ($10,000.00) lifetime maximum per employee, per service provider guidelines.

(iii) The parties agree that the Employer shall utilize the Employee portion of the Employment Insurance Premium Reduction rebate to improve the Extended Health Benefit coverage.

24.02 Group Life Insurance

(i) Regular Employees shall participate in the Group Life Insurance Plan under the trusteeship of the Capital Area Benefits Trust as a condition of continued employment. Each participating Employee shall have basic life insurance coverage in the amount of three times (3x) such Employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the trustees of the Capital Area Benefits Trust which each Employee desires.

(ii) The Employer shall pay eighty per cent (80%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment benefits and the Employee shall contribute the remaining twenty per cent (20%). However, all premiums for any optional benefits shall be borne solely by the Employee.

24.03 Municipal Pension Plan

(i) All newly hired regular Employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire as a regular Employee.

(ii) A newly hired Employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the Employee is thirty (30) calendar days or less.

(iii) Auxiliary Employees, who become eligible subject to the terms and conditions of the *Pension Benefits Standards Act,* may participate in the Plan.

24.04 Dental Plan

(i) The Employer shall maintain a dental plan for regular Employees under the trusteeship of the Capital Area Benefits Trust, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of **three** thousand five hundred dollars ($**3,500**) for each eligible Employee and eligible dependent). Plan "A" Restorative Services will include composite (white fillings) on all teeth.

(ii) The Employer shall pay eighty percent (80%) of the monthly premium cost of the Dental Plan in each instance where the Employee agrees to contribute the remaining twenty percent (20%) through monthly payroll deductions.

24.05 Effective Date of Benefit Coverage

It is understood that a regular Employee's initial benefit coverage in the Medical Services, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment, and Long Term Disability benefit plans will come into effect on the first day of the month following their date of hire or their appointment to regular status.

24.06 Maintenance of Benefit Coverage

A regular Employee, while on temporary layoff or unpaid leave of absence of up to six (6) months shall continue to maintain their coverage in the Medical Services, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

Additionally, an Employee who is eligible for WorkSafeBC benefits may maintain their coverage in the benefit plans by paying their share of the premium costs.

24.07 Common-Law Relationships

An Employee in a common-law relationship of one (1) year duration will be eligible for their partner to have Medical Services Plan and benefit coverage in extended health and dental benefits. This includes dependents of their partner.

24.08 Retirement Gratuity

(i) In the event of any regular Employee of the Library retiring from service on Municipal Pension Plan, the Employer shall grant to such Employee as a gratuity a sum equal to the amount shown on the payroll as the salary or wages for one (1) month to which such Employee was entitled at the time of their retirement, and in the event of such Employee not having taken their vacation for the calendar year of their retirement, then in addition to such gratuity, a further sum in lieu of holidays shall be granted in accordance with Article 18.02.

(ii) In the event of any regular Employee of the Library, to whom the provisions of the Municipal Pension Plan do not apply, retiring from the service of the Library on or after reaching normal retirement age as set out in the Municipal Pension Plan, the Employer shall grant to such an Employee as a gratuity a sum equal to the amount shown on the payroll as the salary or wages for one (1) month to which such Employee was entitled at the time of their retirement, and in the event of such Employee not having taken vacation for the calendar year of their retirement, then in addition to such gratuity, a further sum shall be granted in accordance with Article 18.02; provided always that such Employee has had at least five (5) years' service with the Library.

24.09 Long Term Disability Plan

(i) The Employer and the Union shall participate in the Long Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.

(ii) All regular Employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each Employee through payroll deduction and the Employer fifty per cent (50% each), provided that in no event shall the total cost of such coverage exceed three percent (3%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this three percent (3%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the three percent (3%) total cost is maintained.

(iii) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%) of payroll:

(a) A benefit level of seventy percent (70%) of the disabled Employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the Employee from other sources during the period of disability.

(b) A definition of disability which permits an Employee to become eligible for benefits when completely unable to engage in their normal occupation for the first twenty-four (24) months of disability; and thereafter, when they are unable to engage in any occupation or employment for which they are reasonably qualified or may reasonably become qualified.

(c) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.

(iv) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.

(v) An Employee must make application for Long Term Disability benefits while on an extended sick leave and prior to the completion of the qualification period, and that if the Employee is accepted for Long Term Disability benefits that the Employee shall commence Long Term Disability upon completion of the qualification period.

(vi) Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to long term disability benefits shall be as set out in the Plan Document.

(vii) Benefits While on Long Term Disability

(a) An Employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an Employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Benefit Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.

(b) For recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability, after which the access to such benefits ceases unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.

Effective January 1, 2008, for recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the benefit costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of the claim.

(c) Seniority shall continue to accrue while on Long Term Disability.

(d) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the parties to this agreement as the Trustees deem appropriate.

24.10 Survivor Benefit

Upon the death of a regular Employee who leaves a spouse and/or dependants enrolled in the Medical Services Plan, Dental Plan and Extended Health Benefit Plan, such enrolment may continue for twelve (12) months following the Employee's death, provided the enrolled family members pay the Employee's share of the cost of the premium for the plans. The Employer shall advise the survivor of this benefit.

24.11 Employee and Family Assistance Plan

(i) The Employee and Family Assistance Plan developed by the parties and implemented into the workplace shall continue as per Appendix A.

(ii) The Union/Management Committee (set out at Article 8.02) shall monitor the effectiveness of the Employee and Family Assistance Plan, respecting strict adherence to confidentiality requirements, and make recommendations to the Employer and Union if warranted.

ARTICLE 25, DISCIPLINE AND EMPLOYEE RECORDS

25.01 Access to Personnel File

An Employee shall have the right at any time to have access to their personnel file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

25.02 Copies of Formal Discipline

Employees shall be given copies of all formal (written) disciplinary warnings and performance appraisals placed on their personnel files.

25.03 Discipline Records

At the request of an Employee, the Union may appeal to the Chief Executive Officer/Chief Librarian to remove from the personnel file of the Employee any formal (written) discipline other than performance appraisals. The Chief Executive Officer/Chief Librarian shall give every reasonable consideration to the request.

25.04 Performance Appraisals

At or near the end of a probationary or appraisal period and at least once each year thereafter the Employer will provide regular Employees with a written evaluation of the Employee's performance.

ARTICLE 26, JOB EVALUATION

26.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and these shall be the recognized job descriptions subject to the provisions of this Article. When the Employer creates a new position or a position changes sufficiently to warrant a revised job description, a new or revised job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating.

26.02 Employee Requested Pay Reviews

When an Employee feels that the work of their position has changed to warrant a pay review, the Employee involved may request a review of their rate of pay for such position which shall be made in writing to the Employer. The position in question shall be evaluated by the Employer under the terms of the Job Evaluation Plan. The Employee and the Supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where a final rate of pay is higher than the Employee's regular rate of pay, the difference shall be paid retroactively to the date the Employee first requested the pay review. Pay reviews shall be completed by the Employer within ninety (90) days of the Employee making a request. The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Articles 26.06 and 26.07 shall apply.

26.03 Determining Rate of Pay for New or Changed Jobs

When the Employer creates a new position or it changes the work of an existing position, the job description shall be forwarded to the Union in accordance with Article 26.01. The Employer shall determine an interim rate of pay for the position in question. Six (6) months after the new position was first filled by an Employee or the change took place in the work of an existing position, the Employer shall evaluate the position under the terms of the Job Evaluation Plan. The Employee and the Supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where the final rate of pay is higher than the interim rate of pay, the difference shall be paid retroactively to the date of the Employee's appointment to the position or the date of change of work of the position.

The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination and Articles 26.06 and 26.07 shall apply.

26.04 Disclosure to the Union

When the Employer forwards a new or revised job description to the Union, the Employer shall forward a copy of the Employee questionnaire, rating sheets and other documentation it used in order to rate the position under the Job Evaluation Plan.

26.05 Union Review

Upon approval of the Chief Executive Officer/Chief Librarian reasonable paid time off work of up to one (1) day shall be granted to up to three (3) members of the Union in order to review the Employer's documentation. Within thirty (30) days the Union shall advise the Employer if it is in agreement with the rating(s) established by the Employer.

26.06 Dispute Resolution

Within thirty (30) days of receipt of a new or revised job description and/or the Employer's rating of a position the Union may reply, in writing, that it disagrees with the job description and/or the rating. Failure by the Union to file its disagreement with the Employer within the thirty (30) days shall render a dispute unarbitrable and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled with up to two (2) representatives from each party to discuss the differences and attempt to reach agreement. If the parties are unable to reach agreement over a job description and/or a rating then the dispute shall be defined and referred to Article 10.09 Expedited Arbitration process pursuant to the *BC Labour Relations Code*. Up to two (2) Union representatives shall be granted leave of absence without loss of pay when involved in this dispute resolution process.

26.07 Implementation of Results

The results of a matter processed pursuant to this Article, shall not be implemented nor conveyed to an affected Employee until the matter is considered concluded pursuant to this Article.

26.08 Job Evaluation Plan Part of Collective Agreement

The Joint Gender-Neutral Weighted Point Job Evaluation Plan including the questionnaire, as agreed between the Employer and the Union, forms part of this Collective Agreement as an Appendix.

26.09 Positions to be Posted

(i) Where the re-evaluation of a position results in a three (3) or more pay grade wage rate increase for the position, then such position shall be posted as a vacancy. Should the Employer and Union agree, the position may be posted if a two (2) pay grade wage rate increase was the result of a re-evaluation.

(ii) Where an incumbent Employee is not the successful applicant for the posted vacancy, then such Employee shall be laid off and exercise bumping rights pursuant to this Collective Agreement.

26.10 Salary Protection

(i) An Employee, whose position has been re-evaluated downward as a result of an application for evaluation to a pay grade below that pay grade presently received by the Employee, shall be "blue-circled".

(ii) For the purposes of this Article, "blue-circled" means that the Employee shall continue to receive fifty percent (50%) of the negotiated wage increases applicable to the Employee's re-evaluated position until the wage rate of the Employee's position equals or exceeds the wage rate being received by the Employee.

ARTICLE 27, BEREAVEMENT LEAVE

27.01 Entitlement

(i) In the event of the death of a member of an Employee's immediate family, the Employee shall be granted leave with pay for three scheduled working days. In addition, the Employee may be granted two working days for travel where necessary as is deemed reasonable by the CEO of GVPL.

(ii) If an Employee is on vacation leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(iii) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (i) above, the balance of the bereavement leave as provided in (i) above, if any, may be taken at the time of the ceremonial occasion.

(iv) Employees shall be granted **one (1)** day paid leave of absence to attend a funeral, **celebration of life, or similar within one (1) year of the date of death.**

27.02 Immediate Family

Immediate family is defined as spouse/partner, parent/step parent, child/step child, parents in law, siblings, sibling in law, children in law, grandparents, and grandchildren or any other relative living at the same residence as the Employee. Such leave will be extended to a guardian or caregiver relationship that is documented with Revenue Canada.

ARTICLE 28, MATERNITY AND PARENTAL LEAVE

28.01 Definitions

For the purpose of this Article "parent" includes a natural, adoptive, or same-sex parent.

(i) Maternity Leave

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 unless the Employer and Employee agree otherwise. In the event the birthing parent dies or is totally disabled, an Employee who is a parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Parental Leave

The non-birthing parent, including an 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 leave without pay where a physician certifies:

(a) the birth parent as unable to return to work for medical reasons related to the birth;

(b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an additional period of parental care.

(iv) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy-eight (78) continuous weeks plus any other additional leave pursuant to 28.01(v).

(v) Additional Parental Leave

The Employee is entitled to any Additional Parental Leave as outlined in the *BC Employment Standards Act.*

28.02 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) Where the duties of a pregnant Employee cannot reasonably be performed because of the pregnancy, an appropriate accommodation shall be explored between the Parties prior to the Employer requiring the pregnant Employee to commence maternity leave before their scheduled leave. 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, the maternity leave will be deemed to have started on the date of birth.

28.03 Return to Work

On resuming employment an Employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in 28.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an Employee may elect not to take that portion of vacation which is unpaid.

28.04 Sick Leave

(i) An Employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.

(ii) An Employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.

(iii) Notwithstanding section (ii), an Employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 28.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them 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 day on which the Employee would otherwise have returned to work.

28.05 Benefits

(i) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the Employee is on maternity or parental leave and the Employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost shared.

(ii) Pension contributions will be as per the provisions of the Municipal Pension Plan.

28.06 Supplementary Employment Insurance Benefits

(i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an Employee while they are temporarily unable to work as a result of giving birth.

(ii) Birthing parents who are entitled to maternity leave as provided for in Article 28 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

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

(iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an Employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks of leave which includes the one (1) week Employment Insurance waiting period, provided the Employee continues to receive Employment Insurance benefits.

(v) Should an Employee resign prior to the expiration of their maternity or parental leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.

(vi) The Plan meets the requirements of Section 38 of the Employment Standards 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.

(vii) 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 this 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 payback arising from changes to or the application of the tax regulations.

28.07 Seniority

Seniority shall continue to accrue to the credit of the Employee taking leave under this Article.

ARTICLE 29, UNPAID LEAVE OF ABSENCE

29.01 Requests for unpaid leave of absence shall be made by an Employee in writing through their Supervisor to the Chief Executive Officer/Chief Librarian.

29.02 Leave without pay may not be granted until an Employee's current and accrued vacation has been used or scheduled.

29.03 Requests for unpaid leave up to three (3) months in duration at one time may be granted by the Chief Executive Officer/Chief Librarian after considering the operational requirements of the Library.

29.04 Unpaid leaves of more than three (3) months shall be considered for training, professional development or up-grading of skills related to work at the Library.

29.05 Coverage for medical, dental, EHB, group life insurance benefits and long term disability shall be maintained during the first thirty (30) consecutive days of unpaid leave of absence. For that period of unpaid leave in excess of thirty (30) consecutive days the Employee shall pay the full premiums for maintenance of the benefits.

ARTICLE 30, BENEFIT TRUST LEAVE

30.01 An Employee who is appointed by CUPE as a Trustee to the Capital Area Benefits Trust or GVLRA/CUPE LTD Benefit Trust shall be granted leave of absence without loss of pay to attend meetings of the Trust(s).

ARTICLE 31, DEFERRED SALARY LEAVE

31.01 The Employer agrees to maintain a Self-Funded Leave Policy covering all Employees of the Library, subject to the following conditions:

(i) The Deferred Salary Leave Plan and leaves taken under that Plan shall be at no cost to the Employer.

(ii) Employees shall be limited to a total of one (1) year's leave under the plan during every ten (10) year period, with the minimum duration of any such leave being six (6) months.

(iii) Employees must be employed by the Board for five (5) consecutive years in order to begin participation in the Plan.

(v) The number of Employees permitted to participate in the Plan shall be limited at the Board's discretion in order to meet its operational requirements.

ARTICLE 32, SEXUAL AND PERSONAL HARASSMENT

32.01 Sexual Harassment

(i) The Employer and the Union recognize the right of Employees to work in an environment free from sexual harassment and agree to co-operate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the workplace.

(ii) For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an Employee's health or job performance, or endangers an Employee's employment status or potential.

(iii) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 32.01 (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an Employee.

32.02 Personal Harassment

(i) The Employer and the Union recognize the right of Employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of personal harassment which may arise in the workplace.

(ii) For the purposes of this Article:

(a) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying, or actions that serve to demean, belittle or intimidate an Employee(s) or cause personal humiliation;

(b) Personal harassment may include conduct related to unlawful discrimination under the *BC Human Rights Code*;

(c) Personal harassment does not include reasonable management activities to direct and manage the work force, including counseling, performance management and corrective discipline.

(iii) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 33, NO DISCRIMINATION

33.01 (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.

(ii) The application of the foregoing shall be subject to the test of bona fide and reasonable justification to those matters as expressed in the *BC Human Rights Code.*

ARTICLE 34, TECHNOLOGICAL CHANGE

34.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

34.02 Where a technological change is to be implemented which (a) affects the terms and conditions, or security of employment of a significant number of Employees to whom the Collective Agreement applies; and (b) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

34.03 Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.

34.04 Where the introduction of such technological change results in an Employee becoming redundant, the above committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such Employee.

34.05 Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/Arbitration procedure established in this Agreement.

ARTICLE 35, OCCUPATIONAL HEALTH AND SAFETY

35.01 Mutual Co-operation

The Employer and the Union agree to co-operate in improving the safety and occupational health of Employees and in educating Employees and Supervisors in proper safety practices and procedures.

35.02 Hazardous Substances

The Employer shall provide the Union and affected Employees with such information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that Employees are required to use in the course of their work.

35.03 Occupational Health and Safety Committee

The parties agree to establish an Occupational Health and Safety Committee per the WorkSafeBC Regulations. One of the functions of this committee shall be to promote occupational health and safety in the workplace.

35.04 Protective Clothing

The Employer shall maintain an adequate supply of protective clothing for use by Employees when such clothing is either required by the Employer or is required under WorkSafeBC regulations. Protective clothing, where required, shall be of a nature appropriate for the work being performed and will be supplied in appropriate sizes for the Employees.

35.05 Safety Footwear Allowance

The Employer shall contribute to regular Employees an annual amount of one hundred and twenty-five dollars ($125) towards the purchase of safety footwear where required by Occupational Health and Safety Regulations made under the *Workers Compensation Act*.

35.06 Pregnant Employees

A pregnant Employee who has legitimate medical concerns that working with library equipment may be injurious, shall, with a representative of the Union, meet with the Employer to endeavour to alleviate those concerns within the operational requirements established by the Employer.

ARTICLE 36, DUTY TO ACCOMMODATE

The Employer recognizes all legal principles of accommodation related to the workplace. The Employer will adhere to all legal requirements for the accommodation of employees when needed.

ARTICLE 37, INTERNATIONAL / INTER-PROVINCIAL JOB EXCHANGES

37.01 All requests for exchanges with Employees outside the Employer's Library System will be made to the Chief Executive Officer/Chief Librarian at least six (6) months in advance. The intent of job exchanges is to place an Employee from another institution directly into the position held by the Library Employee taking the leave. Conditions of the exchange will be set by the Chief Executive Officer/Chief Librarian.

37.02 To be eligible, Employees making an exchange request will have worked for the Employer for at least four (4) consecutive years in, and are currently in, a regular full-time position.

37.03 Job exchanges greater than six (6) months but not exceeding one (1) year will be considered.

37.04 All arrangements for the exchange shall be made by the Employee. Final approval of the visiting Employee shall be made by the Chief Executive Officer/Chief Librarian.

37.05 The Union/Management Committee shall be consulted respecting any pending job exchange.

37.06 There will be no additional costs to the Library because of the exchange.

ARTICLE 38, INDEMNIFICATION

38.01 The Employer shall indemnify Employees for reasonable fees for a two (2) hour consultation by the Employee with a lawyer, where a claim or threat of legal action has been made against them arising out of the performance of their duties.

38.02 Should the Employee consider the legal action so serious as to warrant more than two (2) hours of legal advice, the Employee may seek agreement from the Employer to indemnify for the cost of further service. The Employer will reasonably consider such a request.

The provisions of this Article shall not apply:

(i) in respect of any claims resulting from the gross negligence of the Employee;

(ii) or in relation to any action that arises as the direct cause of the Employee wilfully acting contrary to the terms and duties of their employment;

(iii) or for legal costs arising from grievances under the Collective Agreement;

(iv) or disciplinary action under labour common law.

38.03 If an Employee is named as a defendant in a civil action for damages arising from acts done in good faith in the performance of the Employee's duties, counsel of their choice shall represent the Employee. All necessary and reasonable legal costs and damages shall be borne by the Employer, provided that, the Employer is given full authority on the conduct of the action, including authority to settle the action at any time.

38.04 This article ensures that Employees are not held liable for loss resulting from an honest mistake, error of judgment, or other acts of good faith.

38.05 For the purposes of this article, reasonable legal costs shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees as determined and amended from time to time by the Employer or such other amount as may be agreed upon by the Employer and the counsel for the Employee in advance of legal fees being incurred.

38.06 Employees intending to apply for indemnification under this article must notify the Chief Executive Officer or their designate, in writing within five (5) days of receiving formal notification of legal action.

38.07 Nothing in this Article shall be interpreted as limiting the Employer's ability to discipline any Employee.

ARTICLE 39, CONTRACTING OUT

No regular Employee shall be laid off and placed on the recall list, terminated, or failed to be recalled to their classification as a result of contracting out.

ARTICLE 40, TERM OF AGREEMENT

40.01 Term

This Agreement shall be in effect from and including, January 1, 2025, to and including December 31, 2027, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to terminate the Agreement and require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

40.02 Notice of Termination

(i) If either party gives such notice for termination of the Collective Agreement, both parties to the Agreement shall submit in writing proposed changes to the Collective Agreement at the initial negotiating meeting, but this procedure shall not preclude either party making further proposals at subsequent negotiating meetings.

(ii) In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Secretary of the Union at the Greater Victoria Public Library, Victoria, British Columbia, and in the case of notice to the Employer, if delivered or mailed in the same manner to the Greater Victoria Labour Relations Association.

40.03 Section 50 Excluded

Sections 50 (2) and (3) of the *BC Labour Relations Code* shall be excluded and have no application to this Agreement.

40.04 Retroactivity

Except where otherwise specifically provided, the effective date of all amendments to this Agreement shall be on the date of execution first above written, however, adjustments to salaries shall apply as provided in Schedule "A".

ARTICLE 41, LETTERS OF UNDERSTANDING

41.01 For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

Letter No. **1** - Auxiliary Employee Troubleshooter
Letter No. **2** - Salary Sharing for Auxiliary Employees
Letter No. 3 – Remote Work
Letter No. 4 – Temporary Payroll Practice for Statutory Holiday Payment
Letter No. 5 – Critical Incidents
Letter No. 6 – Lateral Transfers

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 9th day of September in the year 20**26**, in the City of Victoria, BC.

FOR THE EMPLOYER

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

PRESIDENT, CUPE, Local 410

VICE-PRESIDENT, CUPE, Local 410

SCHEDULE "A"

SCHEDULE "A"
2025 Pay Levels
3.75% (and 0.50 cents/hour – Band 1)

Band / Position(s)		Step 1	Step 2	Step 3
Band 1				
Senior Page	Hourly			27.56
	Biweekly			1,929.20
	Annually			50,331.45
Band 2				
	Hourly	N/A	N/A	N/A
	Biweekly			
	Annually			
Band 3				
Shipper /Processor	Hourly	29.94	30.79	31.69
	Biweekly	2,095.80	2,155.30	2,218.30
	Annually	53,677.92	56,230.24	57,873.86
Band 4				
	Hourly	30.69	31.58	32.50
	Biweekly	2,148.30	2,210.60	2,275.00
	Annually	56,047.61	57,672.97	59,353.12
Band 5				
Circulation Assistant	Hourly	31.50	32.39	33.28
	Biweekly	2,205.00	2,267.30	2,329.60
	Annually	57,526.87	59,152.24	60,777.60
Band 6				
Shuttle Driver	Hourly	32.30	32.97	33.83
	Biweekly	2,261.00	2,307.90	2,368.10
	Annually	58,987.87	60,211.46	61,782.04
Band 7				
Technical Services Assistant I	Hourly	32.81	33.68	34.55
	Biweekly	2,296.70	2,357.60	2,418.50
	Annually	59,919.26	61,508.10	63,096.94

SCHEDULE "A"
2025 Pay Levels
3.75% (and 0.50 cents/hour – Band 1)

Band / Position(s)		Step 1	Step 2	Step 3
Band 8				
Finance Assistant	Hourly	33.67	34.49	35.43
Technical Services Assistant II	Biweekly	2,356.90	2,414.30	2,480.10
Scheduling Assistant	Annually	61,489.84	62,987.36	64,704.04
Band 9				
Service Desk Assistant	Hourly	34.75	35.58	36.47
Development Assistant	Biweekly	2,432.50	2,490.60	2,552.90
	Annually	63,462.19	64,977.97	66,603.34
Band 10				
	Hourly	36.08	36.92	37.81
	Biweekly	2,525.60	2,584.40	2,646.70
	Annually	65,891.10	67,425.15	69,050.51
Band 11				
Library Assistant	Hourly	37.71	38.56	39.47
Payroll Accounting Technician	Biweekly	2,639.70	2,699.20	2,762.90
	Annually	68,867.89	70,420.20	72,082.09
Band 12				
Communications Officer	Hourly	39.79	40.68	41.56
Facilities and Shuttle Supervisor	Biweekly	2,785.30	2,847.60	2,909.20
Library Assistant, Technical Services	Annually	72,666.49	74,291.85	75,898.95
Band 13				
Branch Supervisor	Hourly	41.95	42.81	43.70
Graphic Designer	Biweekly	2,936.50	2,996.70	3,059.00
Payroll and Benefits Officer Purchasing Advisor Scheduling Officer	Annually	76,611.19	78,181.76	79,807.12

SCHEDULE "A"
2025 Pay Levels
3.75% (and 0.50 cents/hour – Band 1)

Band / Position(s)		Step 1	Step 2	Step 3
Band 14				
Cataloguing Librarian	Hourly	44.52	45.39	46.28
Library Services Librarian I	Biweekly	3,116.40	3,177.30	3,239.60
Technical Services Supervisor	Annually	81,304.65	82,893.49	84,518.85
Band 15				
Business Analyst	Hourly	47.21	48.11	48.99
Collection Librarian	Biweekly	3,304.70	3,367.70	3,429.30
IT Support Analyst	Annually	86,217.26	87,860.89	89,467.99
Library Services Librarian II				
Band 16				
Senior IT Analyst	Hourly	50.41	51.25	52.17
Customer Service Librarian	Biweekly	3,528.70	3,587.50	3,651.90
	Annually	92,061.26	93,595.31	95,275.46
Band 17				
Senior Librarian, Technical Services	Hourly	53.08	53.97	54.88
Senior Librarian, Collection Services	Biweekly	3,715.60	3,777.90	3,841.60
	Annually	96,937.35	98,562.71	100,224.60
Band 18				
Coordinator, Marketing & Development	Hourly	53.46	55.71	58.09
	Biweekly	3,742.20	3,899.70	4,066.30
	Annually	97,631.32	101,740.39	106,086.86

SCHEDULE "A"
2025 Pay Levels
3.75% (and 0.50 cents/hour – Band 1)

Band / Position(s)		Step 1	Step 2	Step 3
Band 19				
Coordinator, Branch Operations	Hourly	56.43	58.82	61.32
Coordinator, Collections and Technical Services	Biweekly	3,950.10	4,117.40	4,292.40
Coordinator, Customer Experience Coordinator, Facilities Coordinator, Finance Coordinator, IM/IT Coordinator, Program Development Coordinator, Safety Planning and Project Manager	Annually	103,055.29	107,420.02	111,985.65

SCHEDULE "A"
2026 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 1				
Senior Page	Hourly			28.46
	Biweekly			1,992.20
	Annually			51,975.07
Band 2				
	Hourly	N/A	N/A	N/A
	Biweekly			
	Annually			
Band 3				
Shipper /Processor	Hourly	30.91	31.79	32.72
	Biweekly	2,163.70	2,225.30	2,290.40
	Annually	56,449.39	58,056.49	59,754.90
Band 4				
	Hourly	31.69	32.61	33.56
	Biweekly	2,218.30	2,282.70	2,349.20
	Annually	57,873.86	59,554.01	61,288.95
Band 5				
Circulation Assistant	Hourly	32.52	33.44	34.36
	Biweekly	2,276.40	2,340.80	2,405.20
	Annually	59,389.65	61,069.80	62,749.95
Band 6				
Shuttle Driver	Hourly	33.35	34.04	34.93
	Biweekly	2,334.50	2,382.80	2,445.10
	Annually	60,905.44	62,165.55	63,790.91
Band 7				
Technical Services Assistant I	Hourly	33.88	34.77	35.67
	Biweekly	2,371.60	2,433.90	2,496.90
	Annually	61,873.35	63,498.71	65,142.34

SCHEDULE "A"
2026 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 8				
Finance Assistant	Hourly	34.76	35.61	36.58
Technical Services Assistant II	Biweekly	2,433.20	2,492.70	2,560.60
Scheduling Assistant	Annually	63,480.45	65,032.76	66,804.22
Band 9				
Service Desk Assistant	Hourly	35.88	36.74	37.66
Development Assistant	Biweekly	2,511.60	2,571.80	2,636.20
	Annually	65,525.85	67,096.42	68,776.57
Band 10				
	Hourly	37.25	38.12	39.04
	Biweekly	2,607.50	2,668.40	2,732.80
	Annually	68,027.81	69,616.65	71,296.80
Band 11				
Library Assistant	Hourly	38.94	39.81	40.75
Payroll Accounting Technician	Biweekly	2,725.80	2,786.70	2,852.50
	Annually	71,114.17	72,703.01	74,419.69
Band 12				
Communications Officer	Hourly	41.08	42.00	42.91
Facilities and Shuttle Supervisor	Biweekly	2,875.60	2,940.00	3,003.70
Library Assistant, Technical Services	Annually	75,022.35	76,702.50	78,364.39
Band 13				
Branch Supervisor	Hourly	43.31	44.20	45.12
Graphic Designer	Biweekly	3,031.70	3,094.00	3,158.40
Payroll and Benefits Officer Scheduling Officer Purchasing Advisor	Annually	79,094.89	80,720.25	82,400.40

SCHEDULE "A"
2026 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 14				
Cataloguing Librarian	Hourly	45.97	46.87	47.78
Library Services Librarian I	Biweekly	3,217.90	3,280.90	3,344.60
Technical Services Supervisor	Annually	83,952.71	85,596.34	87,258.22
Band 15				
Business Analyst	Hourly	48.74	49.67	50.58
Collection Librarian	Biweekly	3,411.80	3,476.90	3,540.60
IT Support Analyst Library Services Librarian II	Annually	89,011.42	90,709.84	92,371.72
Band 16				
Senior IT Analyst	Hourly	52.05	52.92	53.87
Customer Service Librarian	Biweekly	3,643.50	3,704.40	3,770.90
	Annually	95,056.31	96,645.15	98,380.09
Band 17				
Senior Librarian, Technical Services	Hourly	54.81	55.72	56.66
Senior Librarian, Collection Services	Biweekly	3,836.70	3,900.40	3,966.20
	Annually	100,096.76	101,758.65	103,475.32
Band 18				
Coordinator, Marketing & Development	Hourly	55.20	57.52	59.98
	Biweekly	3,864.00	4,026.40	4,198.60
	Annually	100,809.00	105,045.90	109,538.47

SCHEDULE "A"
2026 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 19				
Coordinator, Branch Operations	Hourly	58.26	60.73	63.31
Coordinator, Collections and Technical Services	Biweekly	4,078.20	4,251.10	4,431.70
Coordinator, Customer Experience Coordinator, Facilities Coordinator, Finance Coordinator, IM/IT Coordinator, Program Development Coordinator, Safety Planning and Project Manager	Annually	106,397.32	110,908.16	115,619.89

SCHEDULE "A"
2027 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 1				
Senior Page	Hourly			29.38
	Biweekly			2,056.60
	Annually			53,655.22
Band 2	Hourly	N/A	N/A	N/A
	Biweekly			
	Annually			
Band 3				
Shipper /Processor	Hourly	31.91	32.82	33.78
	Biweekly	2,233.70	2,297.40	2,364.60
	Annually	58,275.64	59,937.52	61,690.72
Band 4				
	Hourly	32.72	33.67	34.65
	Biweekly	2,290.40	2,356.90	2,425.50
	Annually	59,754.90	61,489.84	63,279.56
Band 5				
Circulation Assistant	Hourly	33.58	34.53	35.48
	Biweekly	2,350.60	2,417.10	2,483.60
	Annually	61,325.47	63,060.41	64,795.35
Band 6				
Shuttle Driver	Hourly	34.43	35.15	36.07
	Biweekly	2,410.10	2,460.50	2,524.90
	Annually	62,877.79	64,192.69	65,872.84
Band 7				
Technical Services Assistant I	Hourly	34.98	35.90	36.83
	Biweekly	2,448.60	2,513.00	2,578.10
	Annually	63,882.22	65,562.37	67,260.79

SCHEDULE "A"
2027 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 8				
Finance Assistant	Hourly	35.89	36.77	37.77
Technical Services Assistant II	Biweekly	2,512.30	2,573.90	2,643.90
Scheduling Assistant	Annually	65,544.11	67,151.21	68,977.46
Band 9				
Service Desk Assistant	Hourly	37.05	37.93	38.88
Development Assistant	Biweekly	2,593.50	2,655.10	2,721.60
	Annually	67,662.56	69,269.66	71,004.60
Band 10				
	Hourly	38.46	39.36	40.31
	Biweekly	2,692.20	2,755.20	2,821.70
	Annually	70,237.57	71,881.20	73,616.14
Band 11				
Library Assistant	Hourly	40.21	41.10	42.07
Payroll Accounting Technician	Biweekly	2,814.70	2,877.00	2,944.90
	Annually	73,433.51	75,058.87	76,830.34
Band 12				
Communications Officer	Hourly	42.42	43.37	44.30
Facilities and Shuttle Supervisor	Biweekly	2,969.40	3,035.90	3,101.00
Library Assistant, Technical Services	Annually	77,469.52	79,204.46	80,902.87
Band 13				
Branch Supervisor	Hourly	44.72	45.64	46.59
Graphic Designer	Biweekly	3,130.40	3,194.80	3,261.30
Payroll and Benefits Officer Purchasing Advisor Scheduling Officer	Annually	81,669.90	83,350.05	85,084.99

SCHEDULE "A"
2027 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 14				
Cataloguing Librarian	Hourly	47.46	48.39	49.33
Library Services Librarian I	Biweekly	3,322.20	3,387.30	3,453.10
Technical Services Supervisor	Annually	86,673.82	88,372.24	90,088.91
Band 15				
Business Analyst	Hourly	50.32	51.28	52.22
Collection Librarian	Biweekly	3,522.40	3,589.60	3,655.40
IT Support Analyst	Annually	91,896.90	93,650.10	95,366.77
Library Services Librarian II				
Band 16				
Senior IT Analyst	Hourly	53.74	54.64	55.62
Customer Service Librarian	Biweekly	3,761.80	3,824.80	3,893.40
	Annually	98,142.67	99,786.30	101,576.02
Band 17				
Senior Librarian, Technical Services	Hourly	56.59	57.53	58.50
Senior Librarian, Collection Services	Biweekly	3,961.30	4,027.10	4,095.00
	Annually	103,347.49	105,064.16	106,835.62
Band 18				
Coordinator, Marketing & Development	Hourly	56.99	59.39	61.93
	Biweekly	3,989.30	4,157.30	4,335.10
	Annually	104,077.99	108,460.99	113,099.66

SCHEDULE "A"
2027 Pay Levels
3.25%

Band / Position(s)		Step 1	Step 2	Step 3
Band 19				
Coordinator, Branch Operations	Hourly	60.15	62.70	65.37
Coordinator, Collections and Technical Services	Biweekly	4,210.50	4,389.00	4,575.90
Coordinator, Customer Experience Coordinator, Facilities Coordinator, Finance Coordinator, IM/IT Coordinator, Program Development Coordinator, Safety Planning and Project Manager	Annually	109,848.94	114,505.87	119,381.96

APPENDIX "A"

EMPLOYEE AND FAMILY ASSISTANCE PLAN

The Employee and Family Assistance Plan shall apply to all regular Employees and their dependents and shall be a condition of employment for regular Employees.

Auxiliary Employees and their dependents may enroll in the Employee and Family Assistance Plan upon attaining two thousand and eighty (2080) hours of work or any time thereafter and once enrolled in the Plan shall continue to participate regardless of their hours of work.

For purposes of the Employee and Family Assistance Plan only, the definition of dependent shall be: spouse (including a common-law or a parent who resides at the same address as the Employee, or a child (including the child of a common. On a case-by-case basis, family members who are not residing at the same address may have access to the Plan with such exceptions being determined by the plan provider and monitored by the Union/Management Committee.

The cost of the Employee and Family Assistance Plan shall be shared equally fifty/fifty (50/50) by the Employer and the Employees. Each Employee shall contribute through payroll deduction a minimum amount of one dollar ($1.00) per pay period.

Any costs in excess of the annual estimate shall be shared equally fifty/fifty (50/50) by the Union and the Employer.

LETTER OF UNDERSTANDING #1

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Auxiliary Employee Troubleshooter

1. This Letter of Understanding is attached to and forms part of the Collective Agreement. This letter shall remain in full force and effect for the term of the Agreement.
2. All recommendations of the Auxiliary Employee Troubleshooter appointed under this Letter shall be binding unless the parties mutually agree otherwise.
3. Procedure:

   If a difference arises between the parties relating to the determination of an auxiliary Employee's status, **Vince Ready or a substitute** agreed to by the parties, shall at the request of either party:

   a) investigate the difference, and

   b) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.

4. Primary Function:

   a) The primary function of the troubleshooter shall be to address concerns of bargaining unit Employees who seek a determination of their employment status (an Employee of regular status or an Employee of auxiliary status) pursuant to the terms of this Collective Agreement.

   b) On a case-by-business case basis the troubleshooter may consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary Employees and the procedure of Article 12 (Posting and Filling of Vacancies) shall apply.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 9th day of September in the year 2026, in the City of Victoria, BC.

FOR THE EMPLOYER

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

PRESIDENT, CUPE, Local 410

VICE-PRESIDENT, CUPE, Local 410

LETTER OF UNDERSTANDING #2

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Salary Sharing for Auxiliary Employees

The parties agree, during the life of the current Collective Agreement, that the official signing officers of the Union may sign jointly with the Employer applications by the Employer to a senior government to enable the Employer to receive senior government assistance in salary sharing for auxiliary workers provided the work to be performed conforms with the following provisions:

1) Persons employed under the government program shall be employed as auxiliary Employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the senior government guidelines.

2) The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular Employee currently on the recall list.

3) Each project application will be presented to the Union at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the parties. This limit may be reduced by mutual agreement.

4) That such projects comply with the provisions of the Collective Agreement between the Greater Victoria Public Library Board and CUPE Local 410.

5) (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary Employees.

   (b) That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing Employees within the foreseeable future.

6) That the rates of pay and working conditions not specifically covered by the Collective Agreement between the Greater Victoria Public Library Board and CUPE Local 410 are negotiated.

7) That no changes are made to projects after they have been approved by the Union without the agreement of the Union.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 9th day of September in the year 2026, in the City of Victoria, BC.

FOR THE EMPLOYER

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

PRESIDENT, CUPE, Local 410

VICE-PRESIDENT, CUPE, Local 410

LETTER OF UNDERSTANDING #3

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Remote Work

This Letter of Understanding establishes the terms under which the Employer agrees to allow Employees to work from a location remote to the regular designated worksite. For the purposes of this agreement **remote work** is defined as reoccurring scheduled work that is done from a remote location to the regular designated worksite.

1. A **remote work** arrangement may be put in place after consultation with and mutual agreement of the Chief Executive Officer/Chief Librarian (or their designate) and the Union.
2. **Remote work** is voluntary and may be terminated with a minimum of one (1) month's notice by the Employer or Employee. No Employee shall be required to **work remotely**.
3. All Collective Agreement provisions and GVPL policies, practices, and procedures remain in effect and apply to the Employee while **working remotely.**
4. Total number of work hours will not change as a result of **working remotely** and the Employee remains responsible for maintaining timekeeping records as required for the position. The Employee's schedule will meet GVPL's operational requirements and will comply with the **terms and conditions of employment and** provisions of the Collective Agreement.
5. Salary, benefits, and job responsibilities shall not change as a result of **working remotely**.
6. The Employee agrees to be available for contact at any time during the scheduled work day through such methods as email, **TEAMS,** a dedicated phone line or a cellular phone.
7. The Employee agrees to come to a GVPL location on a day that had been scheduled whenever required. Whenever possible, the Supervisor will provide reasonable notice and agrees to try to minimize these unplanned occurrences.
8. The Employee agrees to provide project or work status reports as and when required to ensure that the Supervisor is kept updated.

9. The Employer will provide the Employee with the necessary information to ensure that the alternate work site is safe, ergonomically suitable, and complies with relevant WorkSafe BC requirements. **Injuries sustained at home while engaged in work shall follow the same process as injuries sustained at their regular work location.** The Employee agrees to be responsible for furnishing the alternate work site to meet Work Safe BC and ergonomic requirements and to maintain a safe and secure work environment. Before **remote work** can begin, the Employee must satisfactorily complete a workplace inspection checklist supplied by the Employer. The Employee will then submit monthly inspection reports to ensure that the alternate work site remains safe. Upon reasonable notice, or at the Employee's request, the alternate work site may be inspected by the Employer to ensure that the designated work space is safe and free from hazards. The Employee's Supervisor will be responsible for establishing a satisfactory check-in and check-out procedure for those days when the Employee is **working remotely**.
10. The Employee will be covered by WorkSafe BC for job-related injuries that occur in the course and scope of employment while **working remotely**. The Employee agrees to report all work-related injuries to the Supervisor and/or Human Resources at the earliest reasonable opportunity. The Employee remains liable for injuries to third parties and/or members of the Employee's family on the Employee's premises.
11. The Employer will provide a computer, and peripherals should they be required, for the purpose of working offsite as part of a **remote work** arrangement. The Employee agrees to save all work and data on the GVPL server system whenever able to do so. To the extent that the Employee may be unable to save work and data on GVPL's server system, the Employee agrees to save same onto the GVPL provided computer or portable data drive which will be secured at all times.
12. The Employee agrees to use GVPL owned equipment only for GVPL business and to take all reasonable steps to protect GVPL property from theft, damage, or misuse such as unauthorized and accidental access, modification, destruction, or disclosure. The Employee agrees not to duplicate or download any GVPL owned software and to comply with software licensing agreements for use of all software owned by the organization. The Employee agrees that only software authorized by the Employer will be downloaded onto the GVPL provided computer.
13. The Employee acknowledges that all equipment, records, and materials provided by GVPL remain the property of GVPL and must be returned in good working order and within seven (7) days' notice upon request or if the **remote work** arrangement is discontinued for any reason.
14. When the Employee uses personal equipment or furniture, the Employee remains responsible for maintenance and repair of these items unless other arrangements have been made with the Employer in advance and in writing. GVPL assumes no responsibility for any damage to, wear of, or loss of the Employee's personal property.

15. GVPL is responsible for damage to, wear of, or loss of GVPL-supplied equipment.
16. The Employee is responsible for paying for **a secure** Internet connection at the alternate work location. GVPL will be responsible for providing a secured Virtual Private Network (VPN) connection to access the GVPL network remotely.
17. All work products developed by or produced by the Employee while **working remotely** remain the property of GVPL.
18. Tax and other legal implications for work use of the Employee's home are based on federal, provincial, and local government restrictions. The Employee is responsible for any tax consequences and other legal implications that may occur, including local zoning regulations.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 9th day of September in the year 20**26**, in the City of Victoria, BC.

FOR THE EMPLOYER

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

PRESIDENT, CUPE, Local 410

VICE-PRESIDENT, CUPE, Local 410

LETTER OF UNDERSTANDING #4

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Temporary Payroll Practice for Statutory Holiday Payment

The Parties to this agreement recognize that there are inconsistent practices of payroll that are not in alignment with Collective Agreement language. The Employer acknowledges that some practices have been put in place in the prior year that aren't to be continued in perpetuity for impacted Employees of the GVPL.

On a Without Prejudice basis, the Employer agrees to continue with current practice of processing payroll for all Auxiliary, Regular Part-Time, and Seasonal Employees with reference to:

- Article 1.08, Regular Part-Time and Season Employee Benefits
- Article 1.09, Auxiliary Employee Terms and Conditions of Employment
- Article 19.01, Entitlement
- Article 19.03, Statutory Holidays Falling on a Regular Rest Day
- Article 19.04, Work on a Statutory Holiday

a) As per Article 19.01 ii, Statutory Holidays, no deduction in the wages or salaries of any regular or probationary Employee shall be made on account of statutory holidays.

b) When a statutory holiday falls and is celebrated on a Regular Part-time or Seasonal Employee's day of rest, they shall be subject to 19.03, Statutory Holidays Falling on a Regular Rest-day, with entitlements pro-rated based on hours worked in the preceding 30 days.

c) Where an Auxiliary Employee is scheduled to work on a Statutory Holiday the Employee shall be compensated at the rate of time and one half (1.5X) of the Employee's regular wages for all hours worked on such day.

This Letter of Understanding can be renewed by mutual agreement only.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 9th day of September in the year 2026, in the City of Victoria, BC.

FOR THE EMPLOYER

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

PRESIDENT, CUPE, Local 410

VICE-PRESIDENT, CUPE, Local 410

LETTER OF UNDERSTANDING #5

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Critical Incidents

The Parties agree that this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

The Parties recognize the need to support employees following a critical incident in the workplace, and therefore agree:

1. **The Employer will develop a Critical Incident Framework (CIF) within twelve (12) months of ratification of this Letter of Understanding.**

2. **The CIF will be developed in consultation with the Union and will include, but may not be limited to, a policy/procedure for post-incident immediate support and critical incident debriefing for affected employees.**

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 9th **day of** September **in the year 2026, in the City of Victoria, BC.**

FOR THE EMPLOYER

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

PRESIDENT, CUPE, Local 410

VICE-PRESIDENT, CUPE, Local 410

LETTER OF UNDERSTANDING #6

BETWEEN:

THE GREATER VICTORIA PUBLIC LIBRARY BOARD,
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 410
(hereinafter referred to as the "Union")

Lateral Transfers

The Parties agree that this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

In addition to the provisions of Article 12.02, employees who are eligible for lateral transfers may be appointed to up to a maximum of two (2) lateral transfers per twelve (12) month period.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 9th **day of** September **in the year 2026, in the City of Victoria, BC.**

FOR THE EMPLOYER

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

PRESIDENT, CUPE, Local 410

VICE-PRESIDENT, CUPE, Local 410