

COLLECTIVE AGREEMENT

BETWEEN

NELSON MUNICIPAL LIBRARY BOARD

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339**

JULY 1, 2024 – June 30, 2028

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PREAMBLE

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

1. To promote the harmonious relations and settled conditions of employment between the Board and the Union.
2. To promote the morale, well being, and security of employees in the bargaining unit of the Union.
3. To provide the best possible service to the public.

AND WHEREAS it is desirable that there be a written Agreement,

NOW, THEREFORE the Parties agree as follows:

DEFINITIONS

CALENDAR MONTH

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

DAYS

Whenever the word "days" is used under Article 5 (Grievance), it shall mean working days.

EMPLOYEES:

FULL-TIME is one who works a regularly scheduled thirty-five (35) to forty (40) hour week. Employees working thirty-five (35) hours or fewer per week at the time of ratification will only have their hours increased beyond thirty-five (35) hours per week by mutual agreement of the Employer and the Union.

PART-TIME is one who regularly works less than thirty-five (35) hours per week.

REGULAR is an employee who has been assigned an on-going, regularly scheduled position and who has completed the probationary period. Included are both full-time and part-time employees. Regular employees regularly scheduled to work a minimum of twenty-one (21) hours per week are entitled to all benefits of this Agreement.

TEMPORARY is an employee hired on a continuous basis not to exceed six (6) consecutive months in any twelve (12) month period for a specific period or assignment unless mutually agreed upon by both parties. They are hired only for positions temporarily vacant (replacing an employee on leave) or temporarily existing (for specific projects).

ON-CALL EMPLOYEE is an employee hired on an intermittent or irregular basis.

SHELVER is an employee who is hired on a regular schedule to return library materials to the shelves.

GRIEVANCE

Shall mean a formally stated difference between the persons bound by this Agreement concerning the interpretation, application, operation or any alleged violation thereof, or a situation where either party has acted unjustly, improperly or unreasonably.

PARTY

Shall mean either of the Parties to this Agreement.

SERVICE DATE OR ANNIVERSARY DATE

Referred to in this Agreement shall mean first day hired into a regular position and adjusted to include hours worked prior to achieving regular status.

YEAR

Shall mean a period of twelve (12) months from one given date to another.

LAY-OFF, BUMPING and RECALL PROCEDURES

- (a) A lay-off is defined as the temporary or indefinite, separation of a regular employee due to a reduction in the work to be done.
- (b) An employee who has received notice of layoff may bump, up or down, any employee with less seniority providing the employee has the ability to perform the duties of the other position without further training and possesses any required certification or licenses.
- (c) Recall - the call back to work of a laid-off employee with recall rights, to a job in the classification from which laid off.
- (d) No new employees shall be hired until those laid off have been given an opportunity of recall.

SPOUSE or PARTNER

Spouse/Partner means that person who is married to you or is publicly represented as your spouse/partner and who has been designated either in a witnessed statement to the employer or is covered under the employees medical benefit.

CATASTROPHIC ILLNESS

Shall mean an acute or prolonged illness usually considered to be life threatening or with the threat of serious residual disability.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

- 1.01 The Nelson Municipal Library Board recognizes the CUPE 339 - Library Sub-local as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to any and all matters affecting the relationship between the Parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

Section 2 - Union Security

- 1.02 Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of employment, be a member in good standing in the Union according to the Constitution and By-laws of the Union.

In order to provide job security for the members of the bargaining unit, the employer agrees that no work or services performed by the employees shall be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

Section 3 - No Discrimination

- 1.03 The Board agrees there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex, marital or parental status, sexual orientation, family relationship, handicap, height or weight, nor by reason of the employee's membership or activities in the union.

The Board, in co-operation with the Union, will provide a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.

1.04 Harassment

The City and the Union jointly affirm that every employee in the City's service shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the City and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

Race	Political belief, association or activity
Ethnic or national origin	Religion or creed
Ancestry	Family and Relationship Structure
Age	Place of residence
Sex, including pregnancy	Membership or activity in a Union
Marital status	Source of Income
Physical or mental disability	Nationality

Harassment is a form of discrimination and includes personal harassment.

Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

Cases of harassment shall be considered as discrimination and shall be eligible to proceed at Step 3 of the grievance procedure provided the employee has exhausted the procedures for dealing with harassment as contained in the Policies and Procedures of the City.

Section 4 - No Strikes or Lockouts

1.05 There shall be no strikes or lockouts during the length of this Agreement, in accordance with the Labour Code of British Columbia.

Section 5 - Managerial Exclusions

1.06 Without restricting the generality of the foregoing Sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

Chief Librarian
Assistant Chief Librarian
Board Secretary
Janitorial Staff

Section 6 - Check-off of Union Dues

1.07 The Board agrees to the check-off of Union dues from all employees; said dues to be deducted bi-weekly or monthly and forwarded to the Union Secretary in the month following with a list of those paying dues and the amount each pays. All employees shall be liable to Union dues deduction subject to the provisions of the Labour Code of British Columbia.

Section 7 - Employer Shall Acquaint New Employees

1.08 The Board agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment. The Shop Steward shall be permitted to familiarize each new employee with the Union and with the Collective Agreement.

Section 8 - Bulletin Boards

1.09 The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location provided that the use of such shall be restricted to the postings of notices regarding the business affairs, meetings, social events, and reports of the Union.

Section 9 - Shop Stewards

1.10 The Board agrees that the Union will have the right to appoint or elect a Shop Steward and the Union agrees to advise the Board in writing of this appointment.

Section 10 - Time Off With Pay

1.11 The Board agrees to grant time off without loss of pay during any working day to one officer of the Union in order to attend meetings with representatives of management provided that the notice be given to the employee's immediate supervisor by the officer of the Union so requesting the time off. The Union will supply the Board with a written list of the names of its officers for this purpose and

inform the Board of any changes to the list.

Section 11 - Union Representation

- 1.12 If during a discussion with the Chief Librarian an employee requires representation because of possible disciplinary consequences, the employee shall be allowed upon request to have a Shop Steward present.
- 1.13 An employee may be dismissed only for just cause and only upon the authority of the Board. The Chief Librarian may suspend an employee but shall immediately report such action to the Board. When an employee is discharged or suspended, the employee shall be given the reason in the presence of a Shop Steward. Such employee and the Union shall be advised promptly in writing by the Board of reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike or refusal to deal with any business establishment involved in a legal strike.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Board and/or its designated officer shall always have the undisputed right to hire employees and subject to this Agreement the right to discipline, demote, and discharge employees for just cause.
- 2.02 The Union recognizes the undisputed right of the Board to operate and manage the Library in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations and/or amendments will be communicated in writing to the Union.
- 2.03 The selection of managerial-supervisory staff shall be entirely a matter for the discretion of the Board.

ARTICLE 3 - TECHNOLOGICAL CHANGE

Section 1

3.01 The purposes of the following provisions are to preserve job security and stabilize employment and to protect regular employees, where possible, from loss of employment as a result of technological change.

3.02 General Provisions Regarding Technological Change

- (a) There shall be a Technological Change Committee. Constitution of the Committee shall be two (2) members of the Union and two (2) members assigned by the Board.
- (b) Disputes between the Board and the Union arising in relation to technological change shall be resolved by arbitration without stoppage of work.

3.03 Notification

- (a) The Board shall notify the Union in writing at least ninety (90) days prior to any technological change that:
 - (i) affects the terms and conditions or security of employment of the employees to whom this Collective Agreement applies, or
 - (ii) results in the displacement of any regular employee, and, prior to the institution of such change, will make every effort to retrain or absorb any employee who must otherwise be displaced.
- (b) When the Board is considering the introduction of the technological change, the Board agrees to notify the Union in writing with details as far as possible in advance of the intention and to update the information provided as new developments arise and modifications are made and effects are known.

3.04 Training Programs

In the event that the Board should introduce new methods or equipment for employee or public use which require new or greater skills than are possessed by employees under the existing methods of operation, all effected employees shall, at the expense of the Board, be given adequate training during a maximum of twelve (12) months or as mutually agreed upon between parties, during which they may perfect or acquire the skills necessitated by the new methods of operation. There

shall be no decrease in wage or salary rates during the training period of employee nor subsequent to the completion of training. The Board recognizes its obligation to ensure full financial support of training costs, including course fees and materials. Training required by the Board outside of employee's regularly scheduled hours will include compensation for transportation, child care expenses, hours required, and a per diem rate where appropriate.

3.05 Severance Pay

In the event that an employee does not opt for the training program as set out above and where that employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of employment of three (3) consecutive years, two (2) week's severance pay be paid and one (1) additional week's severance pay will be paid for each subsequent completed year of employment up to a maximum of eight (8) weeks.

3.06 Arbitration Board Decision Re: Technological Change

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

- (a) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated.
- (b) That the Board will not proceed with the technological change for such period, not exceeding ninety (90) days as the Arbitration Board considers appropriate.
- (c) That the Board reinstate any employee displaced by reason of the technological change.
- (d) That the Board pay to that employee such compensation in respect of the employee's displacement as the Arbitration Board considers reasonable.

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

ARTICLE 4 - LABOUR MANAGEMENT AND NEGOTIATIONS

Section 1 - Committees

4.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of two (2) members appointed by the Board and two (2) members appointed by the Union. The Union shall advise the Board of the Union nominees to the Committee. The Board shall likewise advise the Union of the Board nominees to the Committee.

4.02 Additional Representatives

Each Party to this Agreement shall have the right to have the assistance of additional representatives when dealing with or negotiating with the other Party.

4.03 Meeting of the Committee

In the event of either Party calling a meeting of the said Committee, the notice shall be in writing and the meeting shall be held at a time and a place fixed by both Parties.

4.04 Function of Bargaining Committee

All matters of mutual concern pertaining to collective bargaining shall be referred to the said Committee for discussion and settlement.

4.05 Time Off for Meetings

Any member of the Bargaining Committee required to meet within working hours shall do so without loss of pay.

4.06 Labour Management Committee

There shall be a Labour Management Committee to be responsible for attempting to resolve all matters of dispute. Constitution of the Committee shall be two (2) members appointed by the Board, the Chief Librarian and three (3) members appointed by the Union.

Recommendations of the said Committee shall be subject to ratification by the Board before implementation.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1

5.01 The settlement of disputes and grievances shall be handled under the following procedures:

STEP 1

Within thirty (30) days after the circumstances giving rise to a possible grievance having occurred or first known to have occurred, the employee or employees concerned shall first endeavour to settle the dispute in discussion with the Chief Librarian as quickly as possible.

STEP 2

Within five (5) working days failing satisfactory settlement of the dispute at Step 1, the grievance shall be stated in writing and submitted to the Chief Librarian who shall meet with the employee or employees concerned, who may be accompanied by their Shop Steward in an attempt to settle the grievance.

STEP 3

Within five (5) working days failing satisfactory settlement of the dispute at Step 2, the Union Grievance Committee and Manager of Human Resources and Chief Librarian shall meet in an attempt to settle the difference.

STEP 4

Within five (5) days failing a satisfactory settlement of the dispute at Step 3, the dispute may be submitted to arbitration.

Section 2 - Time Limits

5.02 The time limits in Steps 2, 3, 4 may be varied and/or extended by mutual agreement between the Parties.

ARTICLE 6 - ARBITRATION

Section 1 - Composition of the Board

- 6.01 If the grievance is not satisfactorily settled under the provisions of Article 5, then either of the Parties may give written notice to the other Party of its desire to submit the grievance to arbitration.
- 6.02 Both parties agree to use a single arbitrator; however, the Parties may mutually agree to use a three (3) member Board of Arbitration.
- 6.03 If a three member Board of Arbitration is used, one (1) member is to be selected by the Board; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairperson, to be chosen by the two persons thus selected.

In the event that the Board and the Union are unable to agree upon the single arbitrator, or the two arbitrators selected are unable to agree upon the Chairperson, the Minister of Labour shall be requested to appoint such a member.

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

Section 2 - Expenses of Arbitration Board

- 6.05 Each Party shall bear the expenses of the nominee appointed by such Party, and shall pay one-half (1/2) of the fees and expenses of the single arbitrator or the Chairperson.

ARTICLE 7 - SENIORITY

7.01 Seniority Defined

Seniority is the length of service with the Board since the first date of work performed, measured on an hours worked basis, and shall operate on a bargaining unit- wide basis unless specified otherwise elsewhere in this Agreement.

7.02 In the event that the Board shall merge, amalgamate, combine or transfer any of its operations or functions with another employer, the Board agrees to the retention of seniority and Union rights for all employees with the new employer.

7.03 An up-to-date seniority list shall be sent to the Union and posted on bulletin boards in January in each year.

7.04 Employees absent from work because of sickness, accident, lay-off, or leave of absence approved by the Board shall not lose seniority rights. Employees shall lose seniority rights in the event:

- i. they are discharged for proper cause;
- ii. they resign;
- iii. they are absent from work in excess of five (5) working days without notifying the Board, unless such notice was not reasonably possible;
- iv. after a lay-off, they fail to return to work within seven (7) calendar days after being notified to do so;
- v. their recall to employment rights expire;
- vi. they accept severance pay;
- vii. they retire; or
- viii. they are laid off and not re-employed within a twelve (12) month period after lay-off.

7.05 Temporary Employee

For a new employee, upon satisfactory completion of a five hundred (500) hours or six (6) months whichever is greater probationary period, seniority shall commence from the first day of work performed, and shall be calculated on the number of hours worked since that date. A new temporary employee shall not have precedence over a regular employee in promotion, transfer, or recall. If completion of the temporary position means termination of employment, all seniority shall cease. For an employee already in the bargaining unit transferring to a temporary position, there will be no loss of rights, benefits or seniority during the temporary assignment, and upon completion of the temporary position the employee shall be returned to the employee's former position.

7.06 On-Call Employees

Upon satisfactory completion of a probationary period of two hundred and fifty (250) hours of work, seniority shall commence from the first day of work performed and shall be calculated on the number of hours worked since that date. An on-call employee shall not have precedence over a regular employee in promotion, transfer or recall.

On call staff shall be offered shifts on a rotational basis where operationally feasible.

7.07 Shelvers

Upon satisfactory completion of a probationary period of nine (9) months from the first date of employment, seniority shall commence from the first day of hire.

ARTICLE 8 - STAFF AND STAFF CHANGES

Section 1 - Probationary Period

- 8.01 The probationary period is intended to allow the employee to demonstrate abilities and competency related to the job requirements, and suitability for service with the Board, as judged by the employer. The employee may be terminated at any time during the probationary period, without notice, at the discretion of the employer, provided that it is not discriminatory, arbitrary or done in bad faith.
- 8.02 The probationary period is to be served by all new employees hired with the expectation of becoming regular employees.
- (a) Full-Time: Six (6) months, unpaid absences not included. An additional three (3) months' probation may be served upon agreement of the Union and the Employer. Employee will become a regular employee upon successful completion of the probationary period.
 - (b) Part-Time and Temporary: Five hundred (500) hours or six (6) months, whichever is greater. The employee will become a regular employee upon successful completion of the probationary period.
 - (c) The probationary period for an on-call employee is two hundred and fifty (250) hours.
 - (d) The probationary period for a Shelver is (9) months.
 - (e) Where necessary and by mutual agreement with the Union, extensions to probation will not be unreasonably withheld.
- 8.03 A performance appraisal shall be conducted by the Chief Librarian with a probationary employee prior to the end of the probationary period.

Section 2 - Promotions and Staff Changes

8.04 Seniority to Apply

- (a) Seniority shall govern in all cases of promotions, assignment of duties and demotions when the qualifications, skills, and abilities of the applicants are equal.
- (b) Assignment of special duties shall be made by the Chief Librarian where operationally feasible, to employees in regular positions based on Article 8.04 (a).

8.05 Job Posting

When a vacancy has occurred or is created inside of the bargaining unit that is greater than twenty (20) shifts, or an employee is on holiday prior to retirement, the Board shall within fourteen (14) days of the vacancy, post notice of the vacancy on the staff bulletin board for a minimum of six (6) working days prior to the closing date for the application, or alternatively, advise the Union within the same fourteen (14) days that the position will not be posted or filled. Such posting shall contain the following information: nature of position, qualifications, skills, knowledge and education required, current shift, current wage or salary rate or range, and the date the posting was issued, together with a closing date for applications.

8.06 Within seven (7) days following the appointment of the successful candidate, the Board shall notify the employee and the Union in writing.

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

8.08 Acting Capacity

(a) Any regular employee who is temporarily required to accept substantially the responsibilities and carry out the duties of a position in a higher classification shall be paid for the period as if promoted to the position.

If the temporary assignment is to a position in a lower classification, the employee shall continue to be paid at the employee's regular rate.

(b) An employee shall be designated as the Acting Chief Librarian to cover the Chief Librarian or Assistant Chief Librarian's shift in their combined absence and such employee will be notified in writing of the duration of the temporary period. Such employee shall receive an additional ten percent (10%) per hour in addition to their base rate while in the Acting Chief Librarian role. Absence shall be defined as when the Chief Librarian has a leave of absence or vacation period. The designation of Acting Chief Librarian remains at the discretion of management.

8.09 Trial

When a regular employee is transferred or promoted, the employee shall be given a trial period of three (3) months, during which time the employee will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3)

months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to the employee's former position, wage or salary, without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary without loss of seniority.

8.10 Changes in Classification

- (a) When there is a change in any classification, or the duties of a classification, and/or the rate of pay, or when any position not covered by Schedule "A" is established during the life of the Agreement, the classification and/or the rate of pay of the job in question shall be subject to negotiations between the Board and the Union. The new rate shall become retroactive to the time the position was filled by the employee.
- (b) When the duties or volume of work in any classification for which the Union is bargaining agent, is changed or increased or where the Job Classification Committee representatives of the Union or an employee feels they are unfairly or incorrectly classified during the terms of this Agreement, the classification and/or pay rate shall be subject to negotiation between the Board and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the changes or increases were first instituted in the position, or in the case of incorrect classification, to the date the employee first filled that position.

ARTICLE 9 - LAY-OFF AND RECALL

9.01 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority.

9.02 Advance Notice of Lay-off

The Board shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of lay-off and if the employee has not had the opportunity to work those days, the employee shall receive pay in lieu. Such notice of lay-off shall be in writing, copy to the Union.

9.03 Any bumping rights must be exercised within three (3) working days of receipt of the notice of lay-off.

9.04 Recall Procedure

A regular employee who is laid off shall have recall to employment rights for twelve (12) months from the effective date of the lay-off. Employees with recall to employment rights shall be recalled in the order of their seniority.

An employee who is recalled shall lose recall rights if the employee fails to return to work on the date specified, or within seven (7) calendar days after being notified by telephone or by registered mail to do so.

Employees required to give two weeks notice to another employer shall be deemed to be in compliance with the seven (7) day stipulation in the above paragraph.

It is the responsibility of the employee with recall rights to keep the employer informed in writing of the employee's current address and telephone number. An offer by the employer of an appointment of a on-call or of a temporary nature does not affect the recall rights of the employee on lay-off, whether the offer is accepted or not.

9.05 Severance Pay

A regular employee who is laid off may relinquish recall rights and elect to be paid severance pay in accord with the following schedule:

- (a) Two (2) weeks' pay where the employee has completed six (6) months consecutive service;

- (b) After the completion of three (3) years' consecutive service, one (1) additional week's pay; and for each subsequent completed year of service, an additional week's pay, up to a maximum of eight (8) weeks' pay in total.

A week's pay means the pay for the normal work week of the employee involved, at the rate in effect on the effective date of the lay-off.

The election by the employee to be paid severance pay must be made and the employer so advised within thirty (30) days of the effective date of the lay-off.

- 9.06 The Board agrees to continue to pay its share of the premiums of the approved medical insurance plan for those laid off eligible employees for a period of three (3) months, provided the employee pays the employees share, if any. In the event of a longer lay-off, employees so affected may continue coverage by paying the complete premium in advance for an additional nine (9) months.
- 9.07 No new regular employees will be hired until those laid off employees with recall rights have been given the opportunity of recall as per these provisions.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 Leave of Absence Without Pay

The Board shall grant leave of absence without pay and without loss of seniority on the basis of seniority and to minimize the disruption in the operation of the Library, to any employee requesting such leave for good and sufficient cause; such request will be given in writing two (2) weeks prior to the effective date.

10.02 For Union Business

The Board agrees that where permission has been granted by the Board to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for time so spent.

10.03 Union Conventions and Leave of Absence

Provided the Library's operational needs are met, provided reasonable notice is given and provided there is no cost to the Board, leave of absence without pay and with full accrual of seniority shall be granted upon request to the Board for:

- i. Employees elected or appointed to represent the Union at conventions, conferences and seminars. The Board agrees to pay employees on Union leave as if they are working and the Union agrees to reimburse the Board for the expense of this leave. Such time shall not exceed Fifty (50) working days per year.
- ii. For any employee to seek election in School Board, Municipal, Provincial, Federal, First Nation or other Aboriginal election, for a maximum period of ninety (90) days,
- iii. For any employee elected to a public office for a maximum period of five (5) years,
- iv. For any employee elected or selected to a full-time position within CUPE or any body to which CUPE is affiliated, the leave shall be for the period of the term and shall be renewed each year during the employee's term of office,
- v. For any employee appointed or elected to a full-time position with a First Nation or other Aboriginal organization, the leave shall be for the period of the term and shall be renewed each year during the employee's term of office.

10.04 Bereavement Leave

In the case of the death of a parent, wife, husband, common-law spouse, brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild, mother-in-law, father-in-law, stepparent, stepchild and exceptional cases, at the discretion of the Chief Librarian, an employee shall be granted leave of absence without loss of pay on the following basis:

- (a) Where such death occurs within the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be three (3) days.
- (b) Where such death occurs outside the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be four (4) days.
- (c) The employee may request an additional two (2) days travelling time without pay where internment occurs outside of British Columbia.

10.05 Pallbearer Leave

One-half (1/2) day's leave without loss of pay shall be granted to an employee to attend a funeral as a pallbearer.

10.06 Jury and/or Court Leave

An employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown shall continue to receive regular pay. The employee shall turn over to the Board any monies received from the Crown on the days the employee is normally scheduled to work, providing that this does not exceed the employee's regular pay rate.

10.07 Medical Care Leave

Employees shall be allowed up to five (5) days per annum to engage in personal or immediate family members preventative medical/dental health care, or to care for a sick family member, provided that such days be used from the employee's sick leave credits and no one else can care for the family member. The employee shall furnish the Board proof of medical care leave on request. Additional days may be granted by the employer for special or emergent circumstances for appointments made outside the boundaries of the Regional District of Central Kootenay or the Regional District of Kootenay Boundary.

10.08 Domestic Violence Leave

- (a) The Employer recognizes that employees sometimes face situations of violence or psychological or emotional abuse in their personal life from an intimate partner or by a family member or sexual abuse that may affect their attendance at work.
- (b) Employees experiencing such domestic violence are entitled to up to three (3) days paid leave, provided that such days be used from the employees' sick leave benefits for attendance at necessary activities such as medical or counselling appointments, legal proceedings, to obtain victim or other social services related to domestic violence, or to temporarily or permanently relocate. Employees who have taken the three (3) days can further utilize days of leave in accordance with the Employment Standards Act.
- (c) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality and to ensure workplace safety.

10.09 Cultural Leave

The Employer will make every reasonable effort to accommodate a regular employee in order for them to attend or participate in religious or cultural observances required by faith or culture.

Employees may:

- a) Use any banked time (excluding sick bank) to accommodate such leaves(s) without loss of seniority and/or benefits;
- b) Request a leave without pay to accommodate the leaves(s).

Religious Observances

Members of non-Christian religions can take up to two (2) days unpaid leave, per year in order to celebrate spiritual or holy days.

Cultural Leave for Indigenous Employees

Indigenous employees are entitled to take up to two (2) days paid leave per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

These days are non-accumulative from year to year. Applications for Culture Leaves shall be submitted two (2) weeks ahead of time in writing to the Chief Librarian. Such requests shall be subject to operational requirements.

10.10 Serious Fire or Flood Leave

The Employer may grant leave of absence up to **two (2) days** with pay and **without loss of seniority** as special leave to any employee requesting such leave due to **serious** fire or flood in their home. Such request is to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. In the case of emergency, approval may be sought and granted verbally and shall be confirmed in writing.

ARTICLE 11- HOURS OF WORK, OVERTIME AND WAGES

Section 1

11.01 The Library may operate seven (7) days a week.

11.02 A full-time work week is thirty-five (35) to forty (40) working hours. Lunch breaks are one (1) hour per day unless mutually agreed upon by both Parties. Employees scheduled to work less than six (6) hours but more than two (2) hours will receive one (1) fifteen (15) minute rest break. Employees scheduled to work six (6) hours or more will receive two (2) fifteen (15) minute rest breaks.

11.03 The hours of work of each regular employee shall be posted monthly in an appropriate place.

11.04 (a) Overtime must be authorized in advance by the employer.

(b) Except by mutual agreement, all hours worked in excess of a seven (7) or eight (8) hour shift per day shall be paid at the rate of time and one and a half (1 1/2) times for the first three (3) hours and double time (2X) thereafter. Overtime differentials will not apply to voluntary exchange of shifts.

(c) Instead of cash payment for overtime, an employee when submitting the time sheet showing the overtime, may request compensating time off. Such compensatory time off must be taken at a time, and in amounts, mutually acceptable to the employee and the employer prior to the subsequent February 28th. If not taken by that date, the employee will be paid in cash. The accumulation of compensatory time off shall not exceed thirty-five (35) hours at any time.

(d) Overtime differentials shall begin fifteen (15) minutes after the end of a seven (7) or eight (8) hour shift and any overtime worked will be paid for the entire overtime period worked.

11.05 Employees called out to work, without prior notice, outside their regularly scheduled hours shall be paid four (4) hours minimum at the employee's regular rate, or actual time worked at overtime rates, whichever is greater.

For the purpose of this article, prior notice shall mean by 6:00 pm the previous day.

Section 2

11.06 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" attached hereto and forming part of this Agreement.

11.07 Pay Period

Payday shall be every second Friday. A statement itemizing total wages and deductions shall be provided with each bi-weekly cheque. If a regular payday falls on a holiday, then payday shall be the last working day prior to that holiday.

11.08 Salary Conversion Factor (Equivalent Hourly Rate)

For the purpose of calculating the equivalent hourly rate of part-time employees for overtime and other purposes, the yearly salary shall be divided by 1820 hours.

11.09 Vacation Pay

Full-time and part-time employees shall, upon giving at least one (1) week's advance notice, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

11.10 Salary Increases

In the event of an employee being promoted from one classification to another, the employee shall be placed in the appropriate wage category to the promotion.

11.11 Shift Premium

Employees assigned work on shifts which end after 6:00 p.m. and before midnight shall receive an additional one (\$1.00) dollar per hour for time worked after 6:00 pm.

Any employees working a weekend shift (Saturday or Sunday) shall receive an additional fifty (50) cents per hour for the entire shift.

11.12 Sunday Hours

In the event that the Board elects to provide Library services on Sunday, the Board and the Union will meet to negotiate terms and conditions.

ARTICLE 12 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

12.01 All employees shall receive regular scheduled pay for the following holidays:

New Year's Day	B. C. Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

and any other day proclaimed or declared by the Federal or Provincial governments as a holiday.

12.02 (a) Pay for a statutory holiday falling on an employee's regularly scheduled work day shall be for the number of hours regularly scheduled for that day.

(b) A regular part-time employee shall be paid the average of their daily earnings based on a five (5) day work week, exclusive of overtime, for the days they have worked in the four (4) week period immediately preceding the week in which the general holiday occurs. PROVIDED HOWEVER that an employee who has not earned wages or performed work in respect of eight (8) of the last thirty (30) calendar days before a general holiday, shall not be entitled to be paid for such a holiday.

(c) For the purpose of clause (b) above, general holiday pay shall be calculated by taking the number of days worked of portion thereof, divided by twenty (20) and multiplied by the average daily rate.

12.03 When any of the Statutory Holidays listed in Section 1 falls on the Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday.

12.04 (a) Employees assigned work on a Statutory Holiday shall receive one and one half (1 ½) their regular rate of pay and will bank a day in lieu of the statutory holiday, prorated based on hours worked.

(b) When any such holiday falls during an employee's vacation period with pay, they shall receive an additional day of vacation with pay in lieu.

Section 2 - Vacations and Holiday Pay

12.05 Entitlement

- (a) All employees shall be credited for and granted vacations earned up to their anniversary date as follows:

Three (3) weeks after one (1) year

Four (4) weeks after five (5) years

Five (5) weeks after ten (10) years

Six (6) weeks plus one (1) day for each year after twenty (20) years to a maximum of seven (7) weeks.

Employees currently exceeding seven (7) weeks will be capped at their current rate of accrual.

The anniversary date is the employee's date of hire and vacation entitlement accrues on a calendar basis not on hours worked.

- (b) All employees who qualify for vacation leave shall be allotted as earned, three (3) weeks vacation in their first (1) year of employment, upon successful completion of their probationary period.

12.06 An employee leaving the service of the Board at any time in the employee's vacation year before such employee has been entitled to take vacation, will be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing the employee.

12.07 Vacations must be taken before the anniversary date of the succeeding year. However, extensions to this time limitation will be by mutual agreement between the Board and the Union.

12.08 Vacation periods may be applied for by the employee as per the following vacation deadlines and may be taken as a block or split:

January 1st for requests up to May 30th

April 1st for requests up to September 30th

August 1st for requests up to February 29th

Entitlements will then be discussed by the staff and the Chief Librarian and, with seniority being given preference and subject to operational requirements of the Library, a schedule of vacations shall be mutually agreed upon and those agreed upon holidays are to be posted within two (2) weeks of the closing dates.

An employee's request for periods exceeding three (3) weeks will be considered a long leave and may be granted at the discretion of the Chief Librarian considering the operational needs of the Library once every five (5) years.

12.09 Vacation entitlement will not be allowed for less than one (1) week periods unless otherwise mutually agreed upon by both the Chief Librarian and the employee. Employees may be able to use up to one (1) week in smaller increments.

ARTICLE 13 - GENERAL CONDITIONS

Section 1 - Employment Abandoned

13.01 If an employee is absent from work for a period of five(5) days without sufficient cause and fails to notify the Board and/or communicate with the Board, the employee will be deemed to have abandoned employment and shall be considered to have resigned from employment with the Board.

Section 2 - Long Service Employees

13.02 Employees who have given long and faithful service to the employ of the Board and who have become unable to perform their regular jobs, will be given preference for such other work as is suitable and available.

Section 3 - General

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

13.04 Employees will be permitted to wear union pins or badges.

13.05 Employees using private vehicles at the request of the Board to carry out their duties will be reimbursed as per Nelson Policy Manual, Policy #1650.00.005.

13.06 Employee Working Alone

In situations where an employee is required to work alone with no other employee present, the Employer shall provide a means of periodically checking the well-being of the employee. The checks shall be made at such intervals and by such means as are appropriate to the nature of the hazards and shall be agreed between the parties.

Section 4 - Occupational Health and Safety

13.07 Occupational Health and safety shall be governed by the requirements as set out by Worksafe BC and in conjunction with the policies and procedures defined by the City of Nelson.

The Library shall participate as active members of the City's Corporate Safety Committee. Participants will include one (1) member of the Union, an alternate and the Chief Librarian.

Section 5 - Personnel Files

13.08 Employees will be given a copy of any document placed in their file which might be the basis of disciplinary action.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure, and the eventual resolution thereof shall become part of the employees' record.

The employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document of the existence of which the employee was not aware.

The Board will remove all adverse reports or disciplinary documents from the employee's personnel file after a period of twelve (12) months, provided the employee has had no reoccurrence of the incident that led to the issuance of the notices.

Section 6 - Picket Lines

13.09 Employees have the right to refuse to cross picket lines.

Section 7 - Right to Refuse Work

- 13.10 (a) Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations are to form part of the Collective Agreement.
- (b) No employee shall be disciplined for refusal to work on a job which in the opinion of the Safety Committee is not safe; but once the majority of the Safety Committee members then present determines that the job is safe, the decision will stand and the employee must resume work without any further delay.
- (c) The employer shall provide the Union with details of every reported accident that occurs at the worksite along with any reports provided to the W.C.B.

Section 8 - Adverse Report

13.11 The Employer shall notify an employee in writing of any major expression of dissatisfaction concerning their work within ten (10) working days of receipt of the complaint. The employee's reply to such a complaint, accusation, or expression of dissatisfaction shall become part of the employee's record.

Section 9 - Volunteers

13.12 Both the employer and the union recognize that volunteers can and may perform a useful function in assisting the Library to meet its' objectives.

Volunteers will be accepted at the workplace on the following conditions:

1. **Volunteers are exempt from Article 1, clause 1.01 (Bargaining Unit and shall not be paid by the employer).**
2. **The employer agrees:**
 - (a) **that no employee shall be replaced either temporarily or permanently with a volunteer worker(s).**
 - (b) **that no employee shall be laid off as a result of the employer utilizing the services of volunteer(s).**
 - (c) **that no position shall be excluded from or lost to the bargaining unit as a result of utilization of volunteer(s).**
 - (d) **that the use of volunteers will not adversely affect employment conditions or limit employment opportunities of the bargaining unit.**
 - (e) **Volunteers may be used to assist in the running of programs.**
3. **It is agreed that the Board may use volunteers in large special projects such as automation up-grade and in such day to day tasks as may be mutually agreed between the parties prior to the commencement of such tasks.**
4. **Should any conflict as to the use of volunteer workers arise between the employer and the union, such problems shall be the subject to the grievance and arbitration procedures.**

Section 10 - Pay Equity

13.13 Pay Equity

As the Library Sub-Local will maintain equity with City Hall employees, represented by the parent Local C.U.P.E. 339, salary negotiations will be undertaken in conjunction with the parent local commencing March 1, 1993.

ARTICLE 14 - SICK LEAVE PROVISIONS

- 14.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 14.02 Full-time employees shall accumulate sick leave credits with pay on the basis of one and one-quarter (1 1/4) work days per month, cumulative up to a maximum of one hundred and fifty (150) days. Part-time employees shall be granted paid sick leave in proportion to the time worked based on the formula for full-time employees as described above. All sick leave time shall be recorded and used in terms of hours.
- 14.03 In the event of illness, a regular full-time or part-time employee as described above, shall receive their regular day's pay (exclusive of shift differentials) for any scheduled work they are unable to complete due to illness.

14.04 Proof of Illness

An employee may be required, upon request of the Chief Librarian, to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out duties due to illness.

- 14.05 When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to the service of the Board upon expiration of such leave of absence or lay-off, the employee will retain sick leave credits accrued up to the time of the leave of absence and shall begin again to accrue credits at the current rate. The employee, however, shall not be entitled to accrue credits for the actual time off on lay-off or leave of absence.
- 14.06 All employees shall upon retirement pursuant to the provisions of the Pension (Municipal) Act or in accordance with Board policy, become eligible for and receive at the employee's current rate of pay, the following percentage of their accumulated sick leave on the following scale:

After five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year up to the employee's anniversary date in 2004 and one percent (1%) per year thereafter to a maximum of one hundred and fifty (150) working days.

Attendance Enhancement Program

Effective January 1, 2014

Employees will earn an additional two (2) days per each year of service for the purpose of sick leave pay-out upon retirement, up to a maximum of fifty (50) days. These additional sick leave days will be accumulated under the same terms and conditions as general sick leave but are for the purpose of sick leave pay-out only.

Fifty (50%) percent of sick days taken after December 31, 2013 will be deducted from the employees' sick time accumulation prior to determining the amount of pay-out upon retirement.

Sick leave credits used as a result of a catastrophic illness or used for WCB top-up per clause 11.03 will not be deducted from an employee's retirement allowance total.

- 14.07 Employees prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act will receive the difference between the amount payable by the Workers' Compensation Board and their regular pay, as long as sick leave is available and is charged proportionately.

Employees will not accrue sick leave credits on Worksafe benefits. Accrual of Municipal Pension Plan benefits shall be subject to the provisions of the Public Sector Pension Plans Act. Employees in receipt of Worksafe Benefits will accrue vacation credits on the first thirty (30) days of a WCB claim and then on the top-up portion only for claims in excess of thirty (30) days.

ARTICLE 15 - MATERNITY AND PARENTAL LEAVE

- 15.01 Maternity and Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act.
- 15.02 On completion of the probationary period an employee shall qualify for maternity leave and the Library shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- If an employee takes Maternity leave and or Parental Leave during the employee's probationary period, the probationary period shall continue after the employee returns from leave.
- 15.03 Should an employee require a longer period of Maternity Leave because of health reasons and/or complications, and extension up to a maximum of three (3) months will be granted on production of a Medical Certificate.
- 15.04 Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity or Parental Leave.
- 15.05 An employee shall give the Library at least two (2) weeks notice/advice of intention to return to work after Maternity or Parental Leave of absence and the employee shall be returned to the former position. However, if the former position no longer exists, then such employee shall be placed in an equivalent position in the Department.
- 15.06 Wherever the BC Labour Codes, Employment Standard Act or Federal Labour Legislation provides superior provisions for Maternity or Parental Leave, such legislation shall prevail.

ARTICLE 16 - BENEFITS

16.01 All benefits plans coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

No changes will be made to the coverage outlined in this Agreement or to the carriers without the Union being notified and given an opportunity to discuss the proposed changes.

16.02 Medical Benefits for Regular, Probationary Employees

All regular and probationary employees regularly scheduled to work a minimum of twenty-one (21) hours per week, shall be entitled to the following benefits effective at the beginning of the month following employment:

- (a) The Board shall contribute one hundred (100%) percent of the premiums of the recognized medical plan, including an Extended Health Benefit Plan which includes seventy-five (\$75.00) dollars per visit for professional services (i.e. Acupuncturist, Chiropractor, Massage Practitioner, Naturopath, Physiotherapist/Athletic Therapist, Podiatrist/Chiropracist, Psychologist and Speech Language Pathologist, Osteopath) to a maximum total usage of six hundred (\$600) dollars per year, per service.
- (b) **Extended Health Benefits Plan – Cost of premiums will be borne by the Board:**
 - a. Generic Drugs coverage - unless physician prescribes a name brand drug;
 - b. Out of Country Medical sixty (60) days;
 - c. The parties jointly agree to maintain an employee and family assistance program. The cost of the premium for EFAP will be shared as follows:
 - Employer eighty-five (85%) percent Union fifteen (15%) percent. Up to twelve (12) visits per year.

16.03 Group Life and LTD for Regular Employees

All regular employees regularly scheduled to work a minimum of twenty-one (21) hours per week, shall participate in the following benefit effective at the beginning of the month following three (3) months of continuous employment:

Group Life Insurance Plan, based on two (2) times the annual earnings with a

minimum of \$30,000 per employee, up to age 65. Cost of premiums will be borne by the Board.

All eligible employees shall be enrolled in the Long Term Disability Plan 100% employee paid. While on long term disability an employee shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two years.

Employees will not accrue vacation and sick leave credits while in receipt of Long Term Disability benefits.

16.04 Pension, Dental Benefits for Regular Employees

All regular employees shall participate (unless otherwise covered) in the following benefits, effective at the beginning of the month following three (3) months of continuous employment:

(a) Pension (Municipal) Act - The employee and the Board will contribute in accordance with the requirements of the Act.

(b) Dental Plan coverage:

Plan A - 100% paid by the plan

Plan B - 80% paid by the plan

Plan C - 50% paid by the plan

The Board will pay 80% of the cost of the premiums and the employee will pay 20%.

(c) The Board will provide optional increase in coverage as indicated below on the condition the employee pay the additional costs:

Plan A - 100% paid by the plan

Plan B - 60% paid by the plan

Plan C - 50% paid by the plan

16.05 Benefits in Lieu

In lieu of general holidays, annual vacations, health and welfare benefits, premiums and paid leaves, unless otherwise specified, on-call employees, temporary employees, regular part-time employees with an appointment of less than twenty one (21) hours per week and shelvers will receive as compensation twelve percent (12%).

16.06 Vision Care Benefit

A vision care benefit providing a maximum of four hundred dollars (\$400.00) every twenty-four (24) months and a maximum of one hundred and twenty-five (\$125.00) dollars for eye exams every twenty-four (24) months per employee, spouse and dependent children to the age twenty-five (25), providing the child is covered under the employees Extended Health Benefits.

Premiums are one hundred percent (100%) paid by the Employer.

ARTICLE 17 - VARIATIONS

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

ARTICLE 18- PRINTING OF AGREEMENT

18.01 The Union shall be responsible for the amending and drafting of the Agreement but the costs associated with the printing and supply of the Agreement shall be borne equally by the two Parties.

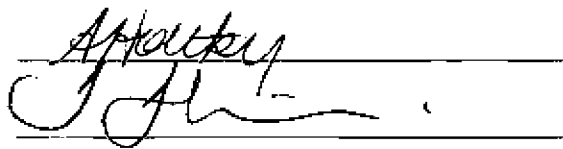
ARTICLE 19 - TERM OF AGREEMENT

19.01 This Agreement shall be in effect from July 1, 2024 and shall remain in force and effect until June 30, 2028 and from year to year thereafter unless terminated by either party on written notice to begin collective bargaining.

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives have affixed their signatures here on this 22nd day of OCTOBER, 2024.

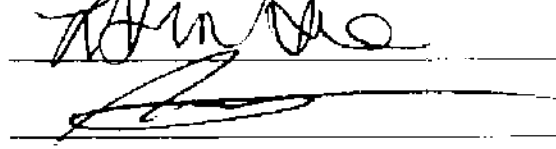
ON BEHALF OF:

NELSON MUNICIPAL LIBRARY
BOARD



ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339



NELSON MUNICIPAL LIBRARY BOARD

and

CUPE LOCAL 339

SCHEDULE "A"

HOURLY RATES OF PAY

	CURRENT	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
		5.00%	5.00%	4.00%	3.00%
Library Assistant 1	\$ 32.34	\$ 34.05	\$ 35.75	\$ 37.18	\$ 38.30
Library Assistant 2	\$ 33.64	\$ 35.32	\$ 37.09	\$ 38.57	\$ 39.73
Library Assistant 3	\$ 35.69	\$ 37.48	\$ 39.35	\$ 40.92	\$ 42.15
Library Clerk	\$ 22.94	\$ 24.09	\$ 25.30	\$ 26.31	\$ 27.10

	CURRENT	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027
		0.00%	5.00%	4.00%	3.00%
Shelvers	\$ 17.40	\$ 17.40	\$ 18.27	\$ 19.00	\$ 19.57
<i>Shelver 2</i>			<i>Inactive Classification</i>		

Shelver wage will be subject to the increases July 1, 2025

*To be increased by 1% in the event that inflation, as measured by the BC Consumer Price Index (CPI) 12-month average exceeds four (4) percent for the 12-month period of July 1, 2027, to June 30, 2028. This wage adjustment will be paid out to all employees that worked from July 1, 2027 to June 30, 2028. This retroactive wage adjustment will be out by August 31, 2028.