

2025 to 2028

COLLECTIVE AGREEMENT

BETWEEN

THE SURREY PUBLIC LIBRARY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 402-02 – SURREY LIBRARY WORKERS)

2025 to 2028
COLLECTIVE AGREEMENT
between
THE SURREY PUBLIC LIBRARY BOARD
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
(LOCAL 402-02—SURREY LIBRARY WORKERS)

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AGREEMENT

2025—2028

THIS AGREEMENT entered into this **9th day of April 2026**

BETWEEN:

SURREY PUBLIC LIBRARY BOARD
(Hereinafter called the "Library"),

PARTY OF THE FIRST PART;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
SURREY (MUNICIPAL) B.C., LOCAL NO. 402-02
Surrey Library Workers
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress, (Hereinafter called the "Union"),

PARTY OF THE SECOND PART:

ARTICLE 1

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

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

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

1.3 To encourage efficiency in operation;

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

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

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

ARTICLE 2—DEFINITIONS

2.1 "Employee" shall mean a person who is an "Employee" as defined in The Labour Relations Code of British Columbia.

2.2 "Probationary Full-Time Employee" shall mean a person serving an initial trial period of three (3) calendar months, (such period of time may be extended up to three (3) calendar months, on two (2) occasions, by mutual consent of both Parties in writing) from date of hire, to determine suitability for employment as a "Regular Full-Time Employee".

2.3 "Probationary Part-Time Employee" shall mean a person serving an initial trial period of six (6) calendar months (such period of time may be extended up to six (6) calendar months, on two (2) occasions, by mutual consent of both Parties in writing) from date of hire, to determine suitability for employment as a "Regular Part-Time Employee".

2.4 “Regular Employee” shall mean an employee, full or part-time, who has successfully completed their probationary period and who is scheduled to work on a regular basis.

2.5 "Regular and Probationary Employees" shall be entitled to all benefits provided by the Collective Agreement, from date of hire except as otherwise provided.

2.6 "Casual Employees" are those other than Probationary or Regular Employees, who are employed to augment or temporarily replace the regular staff, or who are employed on a special project of limited duration not exceeding six (6) calendar months (such period of time may be extended by mutual consent of both Parties in writing). Employees, during the aforementioned period, shall be entitled to accumulative seniority from date of hire, but shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute. Employees completing twelve (12) calendar months shall be entitled to benefits as noted in Article 20—Group Health Benefits 20.2 and 20.3.

2.7 A “Public Services Clerk” is an employee not subject to a probationary period hired to perform library work in accordance with the job description created pursuant to Article 19.2. Clerks shall accumulate seniority from date of hire only for the purpose of shift preference as a Clerk. Clerks shall not be entitled to benefits other than those to which a person becomes entitled by reason of statute. Clerks working twenty (20) hours or more a week shall be entitled to benefits as noted in Article 20 Group Health Benefits 20.2 and 20.3. The hours of work for a Clerk are not restricted by Article 12.1.3.

2.8 A “Shift” shall mean working hours assigned in a single day.

2.9 A “Schedule” shall mean a group of regularly scheduled shifts.

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

ARTICLE 3—RECOGNITION AND NEGOTIATIONS

3.1 The Library recognizes the Canadian Union of Public Employees and its Local Union 402-02 Library Workers as the sole and exclusive bargaining agent for all of its employees save and except the following:

Chief Librarian
Library Directors
Library Managers
Administrative Coordinators
HR Generalist

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

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

ARTICLE 4—MANAGEMENT RIGHTS

The management, supervision and control of the Library's operation and the direction of the working force shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement.

The question of whether one of these rights is limited by this Agreement shall be decided through the grievance procedure.

ARTICLE 5—UNION SECURITY

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

ARTICLE 6—CHECK-OFF OF UNION DUES

6.1 The Library agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-laws of the Union for all employees as a condition of continuing employment. The Union agrees to advise the Library of the amounts of such Union dues and/or assessments as may be determined from time to time by the Union. The Library, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and

assessments each pay day and shall forward to the Union the total of such amounts deducted accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

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

ARTICLE 7—LABOUR MANAGEMENT RELATIONS

7.1 General Provisions – Labour Management and Bargaining Committees

(a) **Representation**

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

(b) **Meeting of Committee**

In the event either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

(c) **Time Off for Meeting**

Any representative of the Union on the Committee who is in the employ of the Library, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.

(d) **Representative of CUPE**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Library. Such representatives shall have access to the Library's premises in order to investigate and assist in the settlement of a grievance, and shall notify the Library on each such occasion.

7.2 Bargaining

(a) **Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than **five** (**5**) members of the Library, as appointees of the Library, and not more than **five** (**5**) members of the Union, as appointees of the Union. The Union will advise the Library of the Union nominees to the Committee.

(b) **Function of Bargaining Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred to the Bargaining Committee for discussion and recommendation for settlement.

7.3 **Labour Management**

The Library and the Union agree that a Labour-Management Committee be set up to seek solutions to mutual problems and to achieve mutual objectives.

7.4 **Miscellaneous**

(a) **Technical Information**

The Library and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job **specifications**, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

(b) **Adverse Report**

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

(c) **Access to Personnel File**

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

(d) **Copies of Resolutions**

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

(e) **Union Representation**

When a meeting with an employee is convened for the purposes of disciplinary action, the employee shall have the right to have their Union designated Representative present, providing this does not result in an undue delay of the appropriate action being taken. Employees shall be notified in advance to provide opportunity for the Union Representative to be present.

ARTICLE 8—GRIEVANCE AND ARBITRATION PROCEDURE

8.1 Recognition of Union Stewards and Grievance Committee

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

8.2 Names of Stewards

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

8.3 Permission to Leave Work

The Library agrees that Stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is further agreed that the Stewards are employed to perform work for the Library and that they will not leave their work during working hours except to perform their duties under this agreement. It is further agreed that there will be no undue disruption of work, and the Stewards shall not leave work without obtaining permission from their **Manager**, which shall be given as soon as possible.

8.4 Settling of Grievances

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

8.4.1 Informal Discussion

The grievance shall first be taken up verbally by the employee **and/or a Union representative** with the Supervisor (outside the bargaining unit) who is responsible for the decision within fourteen (14) days of the alleged violation or from the date the employee became aware of the alleged violation. Resolution at this stage will not be used as a precedent by either Party.

8.4.2 Step 1

8.4.2.1 Failing resolution of the grievance through Informal Discussion within ten (10) days, the grievance may be submitted in writing by

the Union Grievance Committee to the appropriate regular Manager.

8.4.2.2 The written grievance form shall identify the issue(s) and individual(s) involved in the dispute, the articles of the collective agreement alleged to have been violated, and the remedy sought.

8.4.2.3 The appropriate regular Manager shall meet with the grievor(s) and a Union Representative to attempt to resolve the grievance within fourteen (14) days of the grievance being advanced.

8.4.2.4 Within seven (7) days of the meeting, the appropriate regular Manager shall forward to the Union, a written reply to the grievance.

8.4.2.5 If the grievor does not have an appropriate regular Manager or if the appropriate regular Manager is the supervisor during Informal Discussions, this Step shall be bypassed.

8.4.3 **Step 2**

8.4.3.1 If the grievance is not resolved at Step 1 or if Step 1 has been bypassed according to the provisions of Article 8.5 Step 1 - 8.5.2.5, the Union may advance the grievance in writing to the Division Manager within ten (10) days of receipt of the reply at the previous Step, or, if appropriate, within ten (10) days of the Informal Discussion.

8.4.3.2 The Division Manager shall meet with the grievor(s) and up to two (2) Union Representatives to attempt to resolve the grievance within fourteen (14) days of the grievance being advanced.

8.4.3.3 Within seven (7) days of the meeting, the Division Manager shall forward to the Union a written reply to the grievance.

8.4.3.4 If the Division Manager is the supervisor, during Informal Discussions, this Step shall be bypassed.

8.4.4 **Step 3**

8.4.4.1 If the grievance is not resolved at Step 2, or if Step 2 has been bypassed according to the provisions of Article 8.5 Step 2 - 8.5.3.4, the Union may advance the grievance in writing to Step 3 within ten (10) days of receipt of the reply at the previous Step, or, if appropriate, within ten (10) days of the Informal Discussion.

8.4.4.2 The Union Grievance Committee, the grievor(s), if the Union determines that is appropriate, and the Library Grievance

Committee shall meet within fourteen (14) days to attempt to resolve the grievance.

8.4.4.3 Up to three (3) representatives of the Union and Library respectively, shall comprise the Grievance Committees. At their discretion, either Grievance Committee may bring one (1) additional representative to the Step 3 meeting.

8.4.4.4 The Chief Librarian (or designate) shall provide a written response to the Union within fourteen (14) days of the Step 3 meeting.

8.5 Policy Grievance

8.5.1 Where a dispute involves a question of general application or interpretation, the Union shall refer the grievance in writing to the Director of Administrative Services (or designate) within fourteen (14) days of the occurrence giving rise to the matter or of the Union becoming aware of the matter. Within fourteen (14) days of the referral, a meeting shall be held to discuss the grievance. Within fourteen (14) days of the meeting, the Library shall provide a written response to the Union.

8.5.2 If the grievance has not been resolved, the Union may refer it in writing to the Chief Librarian (or designate) within fourteen (14) days of receiving the Library's response. Within fourteen (14) days of the referral, a meeting shall be held to discuss the grievance. Within fourteen (14) days of the meeting, the Library shall provide a written response to the Union.

8.6 Dismissal Grievances

Where a dispute involves the dismissal of an employee, the Union may refer it in writing to the Chief Librarian (or designate) within fourteen (14) days of the dismissal. Within fourteen (14) days of the referral, a meeting shall be held to discuss the grievance. Within fourteen (14) days of the meeting, the Chief Librarian (or designate) shall provide a written response to the Union.

8.7 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

8.8 Time Limits

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

8.9 Arbitration

8.9.1 If the grievance is not resolved through the Grievance Procedure, the Union may advance the grievance in writing to a single Arbitrator within twenty-one (21) days of the last response.

8.9.2 If the Parties cannot agree on the Arbitrator, either Party may apply to the Collective Agreement Arbitration Bureau to make the appointment.

8.9.3 The expenses and compensation of the Arbitrator shall be shared equally between the Parties and the Parties shall bear their own costs.

8.9.4 The decision of the Arbitrator shall be final and binding on all persons bound by this Agreement.

8.9.5 In the event the Arbitrator finds that an employee has been dismissed or suspended for other than proper cause, the Arbitrator may direct the Library to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable or make such other order as the Arbitrator consider fair and reasonable having regard to the terms of the Collective Agreement between the Parties.

8.9.6 The Parties may mutually agree to a three (3) person Board of Arbitration instead of a single Arbitrator.

8.10 Expedited Arbitration

8.10.1 The Parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration. Failing mutual agreement, the terms of Article 8.9 will apply.

8.10.2 Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one month. Such time may be extended with the mutual agreement of the Parties.

8.10.3 The location of the hearings is to be agreed by the Parties. If no agreement is reached, the Arbitrator shall set the location.

8.10.4 All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.

8.10.5 Prior to rendering a decision, the Arbitrator may assist the Parties in mediating a resolution of the grievance.

8.10.6 Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

8.10.7 The decision of the Arbitrator is to be completed and mailed to the Parties within fourteen (14) working days of the hearing. The Arbitrator may provide a verbal decision at the conclusion of the hearing with written reasons within fourteen (14) working days.

8.10.8 The expenses and compensation of the Arbitrator shall be shared equally between the Parties and the Parties shall bear their own costs.

8.10.9 The Expedited Arbitrator, who shall act as sole arbitrator, shall be determined by mutual agreement of the Parties. If agreement cannot be reached, the Collective Agreement Arbitration Bureau will name the Expedited Arbitrators.

8.10.10 The Arbitrator shall have the power and authority to conclusively settle the dispute and the decision shall be binding on both Parties. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance in a manner deemed just and equitable.

8.10.11 All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceedings.

8.10.12 Both Parties agree that they will not use outside legal counsel during the hearing.

ARTICLE 9—SENIORITY

9.1 General

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

9.2 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, lay-offs and recall provided, however, the employee is competent and/or qualified to perform the duties of the position. Seniority shall operate on a bargaining-unit-wide basis.

9.3 Calculation of Seniority

Seniority shall be calculated on the accumulation of hours worked from **when** the employee commenced employment with the **Library, unless the employee has left the employment of the Library**.

9.4 Probationary Employees

Newly-hired employees shall be considered on a probationary basis pursuant to Article 2—Definitions. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period if the employee is unsuitable for the position, subject to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of hire.

9.5 Seniority List

The Library shall maintain a seniority list showing each employee's hourly accumulation. An up-to-date seniority list shall be sent to the Union on a bi-monthly basis.

9.6 Retention of Seniority

It is agreed between the Parties hereto that seniority shall be retained and accumulated on the following basis:

9.6.1 Employees who are laid-off after six (6) months but less than one (1) year of service shall retain seniority for a period of six (6) calendar months;

9.6.2 Employees who are laid-off after one (1) year of service shall retain their seniority for a period of one (1) year;

9.6.3 Absence due to a bona fide sickness, provided such sickness is attested to by a qualified medical practitioner;

9.6.4 Authorized leave of absence;

9.6.5 Absence due to a Worker's Compensation Claim;

9.6.6 Absence while on Maternity/Paternity Leave.

9.7 Loss of Seniority

Employees shall not lose seniority rights if they are absent from work because of sickness, accident, or leaves of absence approved by the Library.

Employees shall only lose their seniority in the event they:

9.7.1 are discharged for just cause and are not reinstated;

9.7.2 resign;

9.7.3 are absent from work in excess of two (2) working days without sufficient cause or without notifying the Library, unless such notice was not reasonably possible;

9.7.4 fail to return to work within ten (10) calendar days following a lay-off and after being notified by personal email or registered mail to do so, unless through sickness or other just cause, provided, however, that the ten (10) calendar days commences on the date the Library emails or registers the notification of recall. It shall be the responsibility of the employees to keep the Library informed of their current personal email and residential addresses and acknowledge notification upon receipt;

9.7.5 are laid-off for a period longer than one (1) year.

9.8 **Regular Employees and Special Assignments**

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

9.9 **Employees other than Regular Employees and Special Assignments**

Employees, other than regular employees, employed to fill those positions made available by the reassignment of regular employee positions shall be laid-off. Employees laid-off shall retain their seniority as provided in Clause 9.6.

9.10 **Employees other than Regular Employees and Vacancies**

Employees, other than regular employees, may apply for regular posted vacancies; however, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.

9.10.1 Notwithstanding provisions contained in this Article, it is agreed and understood that where Casual Employees are the successful applicants to regular posted positions, their seniority as a **Casual E**mployee **shall carry over**.

9.10.2 Casual Employees in applying for a Regular Employee category shall accumulate seniority from date of hire as a Casual Employee.

9.10.3 The length of service as a Casual Employee shall only be recognized in accordance with subsection (2) above.

9.10.4 **Public Services Clerks' seniority will be recognized for such positions after that of casual employees.**

9.11 **Transfers and Seniority Outside Bargaining Unit**

Employees shall not be transferred to positions outside the bargaining unit without their consent. If employees are transferred to positions outside of the bargaining unit they shall retain their seniority acquired at the date of leaving the unit for two (2)

years but will not accumulate any further seniority. If such employees return to the bargaining unit within the two (2) year period, they shall be placed in jobs consistent with their seniority. Such return shall not result in the lay-off or bumping of employees holding greater seniority.

ARTICLE 10—PROMOTIONS AND STAFF CHANGES

10.1 Job Postings

10.1.1 When a vacancy occurs or a new position is created for other than Public Service Clerks or Casual Employees, the Library shall notify the Union in writing and post notice of the position in all branches and on all bulletin boards in the Surrey Public Library for at least seven (7) calendar days.

10.1.2 If the Library deems it necessary to fill the vacancy for the seven (7) calendar day posting period, it may employ a Casual Employee without posting.

10.2 Information in Postings

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

10.3 No Outside Advertising

No outside advertisement for additional employees shall appear until after seven (7) calendar days from date of posting, to allow present employees a full opportunity to qualify, except for those positions requiring specialized qualifications.

10.4 Role of Seniority in Promotions and Transfers

Both Parties recognize:

10.4.1 the principle of promotion within the service of the Library,

10.4.2 that job opportunity should increase in proportion to length of service.

10.4.3 Therefore, in making staff changes, transfers or promotions for positions other than Librarians **and those positions requiring specialized qualifications**, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within one month of the close of the posting.

10.5 Method of Making Appointments

In making promotions and transfers for Librarian positions, **and those positions requiring specialized qualifications,** the required knowledge, ability and skills for

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

10.6 **Trial Period**

Successful applicants shall be placed on trial for a period of three (3) calendar months (such period of time may be extended up to three (3) calendar months**, o**n two (2) occasions by mutual consent of both Parties in writing). For regular part-time employees, the trial period shall be six (6) calendar months (such period of time may be extended up to six (6) calendar months, on two (2) occasions, by mutual consent of both Parties in writing). Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicants prove unsatisfactory during the aforementioned trial period, or if the employees find themselves unable to perform the duties of the new job classification, they shall be returned to their former positions without loss of seniority and wage or salary. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions without loss of seniority and wage or salary.

10.7 **Increase in Hours**

When a position held by a regular part-time employee is increased in hours it shall not become a new position and when a part-time position is increased in hours the incumbent shall accept the position of the total hours, or the job shall be posted. Also, where there is an increase in hours or personnel which created an upgrading to a higher classification, the position shall be posted.

10.8 **Notification to Union**

The Library agrees to notify the Union in writing when an employee covered by this Agreement is hired, promoted, demoted, transferred, **extended, disciplined, accommodated, suspended,** terminated**,** laid-off, resigns, **or** retires.

10.9 **Job Exchanges**

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

10.10 **Casual Employment and Retired Employees**

If the Library offers casual employment to retired employees in classifications the employee has been working in during the twelve (12) months before retirement, the employee shall not be required to be tested in the twelve (12) months following the date of retirement.

ARTICLE 11—LAY-OFFS AND RECALLS

11.1 Lay-off and Recall Procedure

Both Parties recognize that job security should 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. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

11.2 No New Employees

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

11.3 Notice of Lay-off

The Library shall notify, in writing, those regular full-time employees who are to be laid-off five (5) working days before the lay-off is to be effective. If the employees laid-off have not had the opportunity to work five (5) full working days after notice of lay-off, they shall be paid in lieu of work for that part of five (5) working days during which work was not made available.

Lay-off notice for regular part-time employees shall be determined on a pro-rated basis according to the following formula:

$$\left[\frac{\text{Average no. of hrs worked in the previous 2 pay periods}}{140\ (35\text{ hours x 4 weeks})}\right] \text{ times } 5 \text{ days}$$

ARTICLE 12—WORKING CONDITIONS

12.1 Hours of Work

12.1.1 Employees' regular hours of work shall be seven (7) hours per day, thirty-five (35) hours per week, Sunday to Saturday inclusive.

12.1.2 Mealtime shall be one-half (½) hour per seven hour day. However, if mutually agreed upon by the employee and the appropriate Manager, mealtime may be one (1) hour.

12.1.3 Regular employees**,** other than Librarians**,** will not be required to work more than two (2) evening shifts per week. Regular employees**,** other than Librarians**,** who work in a Branch or Department that is a Sunday to Saturday operation will not be required to work more than every third (3rd) Saturday or Sunday.

12.1.4 "Casual Employment" employees will be used to implement a shift rotation schedule that will equitably distribute Saturdays, Sundays, Mondays and evenings among Regular employees.

12.1.5 Employees' scheduled hours of work per day shall not be spread over a period longer than nine (9) consecutive hours.

With mutual agreement between the manager or their designate and the employee, shifts may be worked over a period of twelve (12) consecutive hours.

12.2 **Overtime**

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

12.2.2 Employees who work in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid overtime at time and one-half (1½ X) the regular hourly rate for the first four (4) hours and double (2X) the regular hourly rate thereafter.

12.2.3 Employees who work on the first (1st) and second (2nd) day of rest shall be paid overtime at double (2X) the regularly hourly rate.

12.2.4 Overtime hours worked as above may be authorized by the employee in charge of a branch or department provided the Library is notified with explanation not later than the next working day.

12.3 **Authorized Call-out**

Authorized call-out shall mean a request by the Library to an employee to come to work from their place of residence to work any time outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours' pay at the prevailing overtime rates.

It is understood and agreed that:

12.3.1 Employees who accept hours in addition to their regularly scheduled hours will not normally be entitled to call out pay for those hours.

12.3.2 Call out pay will only apply if a specific employee is required to attend at the branch in an emergency situation OR outside of normal library hours.

12.3.3 Call out must be authorized by a Management representative and the employee so informed at the time of contact.

12.4 **Work on General or Proclaimed Holidays**

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

12.5 **Equal Division of Overtime Hours**

Overtime work shall be divided equally among the employees in the unit who are willing and capable to perform the work that is available.

12.6 **Overtime Bank**

All overtime worked in excess of the hours so stated shall be paid on the following pay period in which it was earned except:

12.6.1 that employees can accrue overtime to a maximum of five (5) working days to be taken in addition and at the time of their annual vacations,

12.6.2 that accrued overtime in excess of five (5) working days shall be paid at the time of annual vacations,

12.6.3 that employees may elect to take time off at the appropriate overtime rate in lieu of payment for overtime, at a time mutually agreed upon between the Library and the employee,

12.6.4 the accrued overtime in excess of time off in lieu of payment for overtime shall be paid at the time of annual vacations at the earned rate.

12.7 **Rest Periods**

For shifts that are five (5) hours or less, all employees shall be permitted one (1) fifteen (15) minute paid rest period. For shifts exceeding five (5) hours, two (2) fifteen (15) minute paid rest periods are permitted, one to be taken during the first half of the shift, and one during the latter half of the shift.

12.8 **Schedule Preference**

Seniority shall determine schedule preference, subject only to ability to perform the job required. Should any dispute arise in the interpretation of this section, the matter shall be referred to the Labour Management Committee.

12.9 **Shift Premium**

With the exception of Public Service Clerks, employees who work between the hours of 5:00 p.m. and 8:30 a.m. shall be paid a shift premium of eighty-five cents (85¢) per hour. Such shift premium shall only apply to hours worked and not be used to calculate overtime, vacation pay, sick leave, holidays and other fringe benefits.

12.10 **Notice of Change of Shift**

Not less than twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

12.11 **Notice of Change of Schedule**

Not less than fourteen (14) calendar days written notice shall be given before change of schedule, unless mutually agreed between the manager (or designate) and the employee with written notification to the Union.

ARTICLE 13—GENERAL HOLIDAYS

13.1 **Paid General Holidays**

All employees shall receive pay for the following General Holidays from date of employment:

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

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

For the purpose of this section, all Casual Employees hired by the Library shall have worked for the Library at least fifteen (15) days in the thirty (30) calendar day period immediately prior to General Holiday to qualify.

13.2 **Days of Rest**

When a General Holiday falls on an employee's day of rest, the employee shall receive another day off with pay immediately preceding or following the General Holiday.

Upon mutual agreement between the employee and the Library, the extra day in lieu of such holiday may be taken at some other time attached to their scheduled days of rest or affixed to their vacation entitlement.

ARTICLE 14—ANNUAL VACATIONS

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

14.1 **Calendar Year**

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

14.2 **First Year of Service**

Regular employees, during the first (1st) calendar year of service, shall accumulate seven (7) hours for each completed month of employment or major fraction thereof, to a maximum of seventy (70) hours. Employees shall receive an annual vacation equivalent to the accumulated hours at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

14.3 **Second Year of Service**

Employees, during their second (2nd) and up to their seventh (7th) year of service shall earn one hundred and five (105) hours annual vacation at their regular rate of pay or six percent (6%) of their annual gross earnings, whichever is greater.

14.4 **Eighth Year of Service**

Employees, during their eighth (8th) and up to their sixteenth (16th) year of service shall earn one hundred and forty hours (140) annual vacation at their regular rate of pay or eight percent (8%) of their annual gross earnings, whichever is greater.

14.5 **Seventeenth Year of Service**

Employees, during their seventeenth (17th) and up to their twenty-first (21st) year of service shall earn one hundred and seventy-five (175) hours annual vacation at their regular rate of pay or ten percent (10%) of their annual gross earnings, whichever is greater.

14.6 **Twenty-Second Year of Service**

Employees, during their twenty-second (22nd) year and each subsequent year of service, shall earn two hundred and ten (210) hours annual vacation at their regular rate of pay or twelve percent (12%) of their annual gross earnings, whichever is greater.

14.7 **Supplementary Vacation**

Each regular employee shall receive thirty-five (35) hours of vacation at the beginning of each five (5) years following the completion of ten (10) calendar years

of service, with each supplementary week to be taken during the course of the five (5) year period.

14.8 **Librarian Annual Vacation**

14.8.1 Regular Librarian employees are entitled to the equivalent of 140 hours annual vacation per year. Employees who start work after January 1 are entitled to a pro-rated portion for that year based on each completed month of service.

14.8.2 Librarians who enter their 11th year of service are entitled to the equivalent of 175 hours annual vacation per year.

14.8.3 Librarians who enter their 21st year of service are entitled to the equivalent of 210 hours annual vacation per year.

14.8.4 At the completion of their 15th as well as 25th calendar years of service and each subsequent five years of service thereafter (30th, 35th…), Librarians are entitled to 35 hours of supplemental vacation to be taken over a 5-year period.

14.9 **Additional Vacation on January 1st**

Where employees become eligible for added vacation on January 1st in any year, they shall be entitled to such added vacation at the time of taking their annual vacation.

14.10 **Employees other than Regular Employees**

Employees, other than regular employees, shall earn four percent (4%) of their gross earnings in lieu of annual vacations in the first (1st) through and including their fourth (4th) year of service and six percent (6%) in their fifth (5th) to ninth (9th) year of service, and eight percent (8%) thereafter. Such pay will be calculated and paid on each pay cheque based on the employee’s gross earnings during the applicable pay period.

14.11 **General Holidays During Annual Vacation**

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

14.12 **Unbroken Vacation Period**

Employees shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Library.

14.13 Requests for Annual Vacation

On or before January 31 of each calendar year, regular employees shall submit their requests for annual vacations and on or before February 28 (these dates can change with mutual agreement) of each calendar year, the Library shall approve the scheduling of annual vacations for regular employees. Where regular employees have made arrangements for annual vacations which have been approved by the Library and subsequently such employees are required by the Library due to emergent conditions to change such vacation periods, then the employees shall be granted one (1) additional week of vacation pay in addition to their regular entitlement.

14.14 Casual Employees and Vacation

Casual employees who become regular employees shall receive credit for all hours worked for vacation purposes.

For the purposes of this article, one year is equivalent to 1820 hours of work.

ARTICLE 15—SICK LEAVE PROVISIONS

15.1 Sick Leave Accrual

All regular employees, upon completion of the probationary period, shall be granted Sick Leave with Pay for every month of service retroactive to the date of hire at the rate of seven percent (7%) of all hours worked per month. Employees shall be entitled to an accrual of all unused sick leave for their future benefits to a total of eight hundred and eighty two (882) sick leave hours.

15.2 Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick (physically and/or mentally**)** or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

The employee's sick leave pay shall be based on the employee's regular schedule.

Employees attending medical/dental specialists' appointments for consultation, examination or treatment shall be allowed to use sick leave with the presentation of proof of a specialist appointment. Specialist appointments are those where employees do not have an option to schedule their appointment outside of their scheduled work hours.

15.3 **Sick Leave During Leave of Absence**

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

15.4 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent for sick leave as defined. Employees who find it necessary to leave the job due to illness will receive a deduction from their sick leave accumulation in the amount of time lost.

15.5 **Proof of Illness**

Employees may be required to produce **specified health records from a health** practitioner for illnesses in excess of **four** (**4**) working day**s**, certifying that such employees are unable to carry out their duties due to illness, or non-compensable accident.

15.6 **Sick Leave Records**

A record of all unused sick leave will be kept by the Library. Upon request, employees shall be advised of the amount of sick leave accrued to their credit.

15.7 **Family Sick Leave**

In case of illness of an immediate member of the family (parent, parent-in-law, wife, husband, common-law spouse, same sex partner, child, step-child, guardian, brother, sister, grandchild or grandparent) of an employee where no one other than the employee can provide for the needs of the ill person, the employee upon approval by the immediate supervisor shall be able to use a maximum of five (5) accumulated sick leave days within a calendar year. This type of leave will not be unreasonably withheld.

15.8 **Notification of Sick Leave**

Employees shall notify their respective department head as soon as reasonably possible prior to commencement of their scheduled shift that sick leave is being used. Employees that fall ill during their shift shall notify their department head as soon as possible.

15.9 **Wage Reimbursement**

If, as a result of a claim made to an insuring third party (such as ICBC or WCB) an employee receives payment for wage loss (including fringe benefit costs) referable to a period during which the employee received sick leave benefits, then the employee, upon receipt of such payment shall pay to the Library the amount of the

wage loss so received and the Library shall then reinstate the employee's sick leave accumulation with the hours equivalent to the amount received.

In making a claim to the courts, the employee shall, or the employee shall direct their representative to, request the presiding judge to specify the amount of any award which is attributable to the recovery of the cost of wages and benefits. In the case of an out-of-Court settlement, a separate amount attributable to the recovery of the cost of wages and benefits will also be specified.

For the purposes of reinstating the employee's sick leave accumulation the Library may agree, subject to the approval of the Chief Librarian, to assist the employee in defraying legal costs incurred.

ARTICLE 16—RETIREMENT PAY

16.1 Calculation of Retirement Pay

Employees retiring from the service of the Library shall be paid at the rate of two (2) days pay for each year of service with the Library to a maximum of twenty-two (22) working days.

16.2 Definitions

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

16.2.1 "Retirement"—shall be defined as an employee leaving the service of the Library in accordance with the provisions of the Municipal Pension Plan; and shall apply to all employees as though contributing under the said Plan, provided they retire at the retirement ages permitted in the Municipal Pension Plan.

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

16.3 Vacation Pay on Retirement

Employees with **twenty** (**2**0) or more years of service shall on retirement be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

16.4 Death In Service

In the event of death of an employee, the value of all accrued retirement benefits shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee's estate.

ARTICLE 17—LEAVE OF ABSENCE

17.1 For Union Business

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

17.2 Leave for Union Duties

It is agreed that the official representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than four (4) Union representatives shall be away at any one time and provided the prior approval of the Library has been obtained. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Library for a period up to **two** (**2**) year**s** and **such leave may be extended.**

17.3 Bereavement Leave

An employee shall be granted up to a total of three (3) regularly scheduled work days leave without loss of salary or wages in the case of death of a parent, step-parent, guardian, spouse, common-law spouse, betrothed, sibling, child, step-child, child-in-care, parent-in-law, siblings-in-law, grandchildren and grandparents.

In the case of death of a spouse or child, bereavement leave would be granted for a period not to exceed five (5) working days without loss of pay.

Where the death occurs outside the Province, the employee may apply for an additional three (3) working days of leave without loss of pay.

When on vacation, an employee may be granted such leave.

17.4 Mourner's Leave

Applications for leave of absence up to three and a half (3.5) hours may be granted without loss of salary or wages at the discretion of the Chief Librarian or designate to attend a service as a pall-bearer or mourner.

17.5 General Leave

The Library may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to

be in writing and approved by the Library. Such approval shall not be withheld unjustly.

17.6 **Jury or Court Witness Duty**

The Library shall grant leaves of absence without loss of seniority to employees who serve as jurors or Crown witnesses in any court. The Library shall pay such employees their normal earnings. The payment they receive for jury service or court Crown witness, excluding payment for travelling, meals, or other expenses shall be remitted to the Library together with proof of service and the amount of pay received.

17.7 **Maternity Leave**

The Library will issue a Record of Employment for maternity leave on the written request of an employee who is pregnant providing that at least one (1) month notice is given prior to the effective date of such leave.

The Library will offer the same position, if it remains established, or alternative employment, without loss of seniority, to the employee, providing that at least one month prior notice, in writing, is given by the employee of the employee's intention to return to work. In any case, return to work will not be sooner than six (6) weeks after the birth of a child, unless the employee requests a shorter period in writing and such shorter period is approved by their physician, and in no case shall the total period of maternity leave exceed eighteen (18) months. Benefit provisions contained in this Agreement may be maintained during this period of maternity leave by the Library. During this period of maternity leave the employee shall pay in advance the employee cost portions applicable from the first (1st) of the month following the date of maternity leave. If an employee has not notified the Library of their intention to return to work within the twelve (12) months following the commencement of maternity leave, they will be deemed to have resigned.

17.7.1 A pregnant employee who is entitled to maternity leave and who has applied for and is in receipt of Employment Insurance (EI) benefits is eligible to receive SEIB Plan payments. The SEIB Plan is intended to supplement EI benefits received by the employee while they are temporarily unable to work as a result of giving birth.

The SEIB Plan payments will be based on the difference between the EI benefits received plus any other earnings received by the employee and ninety-five percent (95%) of their gross weekly earnings and is paid for the first six (6) weeks of maternity leave, which includes the one (1) week EI waiting period.

The SEIB Plan meets the requirements of the Employment Insurance Regulations, such that the SEIB payment plus the employee's normal weekly wage and the payment will not be used to

reduce the employee's accumulated employment benefits, such as accumulated sick leave and vacation credits.

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 EI benefits. The Library does not guarantee any specific level of earnings under the SEIB plan but is liable only for the payment of the benefit specified above. Under no circumstance will the Library be responsible for any paybacks arising from any changes to such rules or the regulations.

If an employee who received benefits under the SEIB Plan does not choose to return to work for the Library or returns for a period of less than six (6) months, they will be required to repay the SEIB Plan payments paid by the Library. Such repayment will be pro-rated based on time worked.

17.8 **Adoption Leave**

Where an employee seeks parental leave due to legal adoption, the foregoing provisions shall apply to the extent that they are appropriate to such a situation.

17.9 **Parental Leave**

A parent or legal guardian is entitled to parental leave without pay for up to 63 consecutive weeks**. This leave must be taken** within 78 weeks after **the child's birth**. A request for leave must be given in writing to the Library at least four weeks before the employee proposes to begin the leave. The Library may request a medical practitioner's certificate (or other evidence of the employee's entitlement to the leave). The provisions of Article 17.7, Maternity Leave shall apply to Parental Leave to the extent they are appropriate to such a situation.

The non-birthing parent shall be entitled to three (3) consecutive days, without pay, to attend the birth of their child. This leave will not be unreasonably denied.

17.10 **Leave to Write Examinations**

Leave of Absence with pay shall be granted to allow employees time to write examinations for courses approved by the Library.

17.11 **Domestic and Sexual Abuse Leave**

Employees are entitled to up to 5 days of paid leave, up to 5 days of unpaid leave, and up to 15 weeks of additional unpaid leave during each calendar year. Employees who experience domestic or sexual violence may use this leave to seek medical, psychological or legal assistance, relocate, access

victims' services, or any other related services. The leave may be taken in one or more units of time, including partial days.

17.12 **Other Leaves of Absence**

Employees may be eligible for other leaves of absence under the provisions of the Employment Standards Act, such as critical illness or injury leave, compassionate care leave, family responsibility leave, and loss of pregnancy leave.

ARTICLE 18—PAYMENT OF WAGES AND ALLOWANCES

18.1 **Pay Days**

The Library shall pay salaries and wages bi-weekly on a Friday in accordance with Schedules attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.

18.2 **Equal Pay for Equal Work**

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

18.3 **Pro-Rata Basis**

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

18.4 **Daily Guarantee**

18.4.1 Employees reporting for work on the call of the Library, except school students reporting for work on school days, shall be paid their regular rates of pay for the entire period spent at work, with a minimum in any one (1) day of:

18.4.1.1 Two (2) hours pay, except where their condition is such that they are not competent to perform their duties, or they have failed to comply with the Occupational Health and Safety Regulations of Worksafe BC; and

18.4.1.2 If the employee commences work, four (4) hours pay, except when work is suspended because of inclement weather or other reasons completely beyond the control of the Library.

18.4.1.3 Two (2) hours pay at the employee's regular rate for any of the following: attending training, attending staff meetings, and

backfilling for employees doing tests/interviews or on meal/dinner breaks.

18.4.2 School students reporting for work on school days on the call of the Library shall be paid their regular rates of pay for the entire period spent at work, with a minimum in any one (1) day of two (2) hours pay.

18.5 Special Training Allowance

Employees who train other employees, at the same rate of pay or higher, on behalf of the Library, shall be paid ten percent (10%) above their classification rate for a maximum of two (2) pay periods.

18.6 Pay During Temporary Transfers

A temporary transfer will be granted when the Library requires an employee to be temporarily placed in a position other than their regular position. All hours worked in the alternate position will be paid at the base rate of the alternate position or the employee's regular rate of pay, whichever is higher.

Where an employee is temporarily placed in an alternate position for which they have previously achieved the end rate, they shall receive the end rate or their regular rate of pay, whichever is higher.

Where an employee is transferred to **a supervisor** position, the following shall apply: Temporary transfer will only be granted when the employee works seven (7) hours in the position in one day**,** except for days when the hours of operation may be for fewer than seven (7) hours.

18.7 Assignments Outside Scope of Collective Agreement

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first (1st) day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

18.8 Staff Development

18.8.1 The Library shall pay the cost of any courses, training programs, conferences, seminars, and workshops employees are required to take at the direction of the Library. Regular full-time employees, who attend such staff development outside of their normal working hours, shall receive equivalent time off at a time mutually agreed upon within thirty (30) days. Employees, other than regular full-time, attending such staff development outside of their normal working hours, shall be paid their classification rate for time so spent, or shall receive equivalent time off at a time mutually

agreed upon within thirty (30) days, at the sole discretion of the Chief Librarian (or designate).

18.8.2 Employees may receive, at the sole discretion of the Chief Librarian (or designate):

(a) reimbursement for all or part of the costs;

(b) time off without loss of pay

to attend courses, training programs, conferences, seminars, and workshops or courses related to their career development or improving job performance in the Library.

18.8.3 The Library will pay a regular Librarian's personal membership fees to one professional library or library related association at the discretion of the Chief Librarian or designate.

18.9 Rate for Supervision

When, over and above their regular work, employees are designated as supervisors of one or more employees, they shall receive ten percent (10%) above their own rate of pay. This rate shall not apply to Librarians or when only Public Services Clerks are being supervised.

18.10 Mileage Allowance

Mileage rates paid to employees using their own vehicles for the Library's business shall be as follows:

18.10.1 Employees who are authorized by their Department Head to use their own vehicles on a casual or intermittent basis shall be reimbursed the maximum non-taxable amount allowed by the Canada Revenue Agency.

18.10.2 There shall be no obligation on the part of the employees to use their own vehicles on the Library's business on an intermittent basis.

ARTICLE 19—JOB CLASSIFICATION AND RECLASSIFICATION

19.1 Job Evaluation System

The classification, evaluation, reclassification and re-evaluation of positions covered by this Agreement shall be determined in accordance with the procedures contained in the Joint Job Evaluation System agreed to by both Parties. This includes changes to the Terms of Reference, the Classification & Rating Scheme, the Review Procedure and the Definitions.

19.2 **Job Evaluation Committee**

19.2.1 The Parties shall maintain a Joint Job Evaluation Committee consisting of up to three (3) representatives from each Party. Either Party may use the assistance of a technical advisor.

19.2.2 The Committee shall review all positions referred to it using the Joint Job Evaluation System.

19.2.3 The Committee shall also discuss any changes necessary to the System and make recommendations to the Parties.

19.3 Changes to the Joint Job Evaluation System shall be made only by mutual agreement.

19.4 Any disputes arising from the application of the Joint Job Evaluation System shall be referred to the appeal procedure contained in its Terms of Reference.

ARTICLE 20—GROUP HEALTH BENEFITS

20.1 **Municipal Pension Plan**

All regular employees appointed to permanent positions and who have completed their probationary period and who are employed for a minimum of twenty (20) hours per week, shall participate in the Municipal Pension Plan. Employees who are ineligible to make contributions under the Municipal Pension Plan shall be exempted from its provisions, except as otherwise provided for in Article 16—Retirement Pay.

20.2 **Group Medical and Insurance Benefits**

The Library agrees to provide, through an insurance carrier, and each employee shall be required to participate in, the following benefits as a condition of employment, unless otherwise covered, on completion of an employee's probationary period:

20.2.1 Medical and Surgical Benefits through the Medical Services Plan, inclusive of Extended Health Benefits. Vision care coverage up to **six** hundred dollars ($**600**.00) for each family member every two (2) years, which includes laser eye surgery.

20.2.2 Group Life Insurance of two (2) times annual income with a minimum of Twenty Thousand Dollars ($20,000.00) for each employee. Effective the date of ratification of the Memorandum of Agreement, Group Life Insurance coverage shall be extended to age sixty-nine (69). All other provisions of the coverage remain.

20.2.3 Accidental Death & Dismemberment Insurance (non-occupational) of Twenty thousand dollars ($20,000.00) for each employee. Effective the date of ratification of the Memorandum of Agreement, Accidental Death and Dismemberment coverage shall be extended to age sixty-nine (69). All other provisions of the coverage remain.

20.2.4 Long Term Disability Coverage. Such coverage to apply only to those employees who are appointed to a regular position of twenty (20) hours or more per week.

The cost of providing Group Medical and Insurance Benefits shall be borne **eighty** percent (**80%**) by the Library and **twenty** percent (**20%**) by the employee. Cost of providing Long Term Disability coverage shall be borne one hundred percent (100%) by the Library.

20.3 **Group Dental Plan**

20.3.1 The premiums for the dental plan will be paid **eighty** percent (**8**0%) by the Library and **twenty** percent (**2**0%) by the employees whose contributions shall be made by payroll deduction. Basic dental service (Plan A) paying for eighty percent (80%) of the approved schedule of fees.

20.3.2 Restorative dental service (Plan B) paying for **sixty** percent (**6**0%) of the approved schedule of fees.

20.3.3 Orthodontics (Plan C) – Employer pays fifty percent (50%) of approved schedule of fees. The orthodontic lifetime maximum per child shall be two thousand dollars ($2,000.00). Coverage shall only apply to dependent children.

20.4 **Contract for Benefit Services**

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

20.5 **Same Sex Benefits**

An employee who is eligible for benefits and who co-habits with a person of the same sex as a “spouse” (Partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

ARTICLE 21—HEALTH AND SAFETY

21.1 **Cooperation on Safety**

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

21.2 **Union-Library Safety Committee**

A Health and Safety Committee shall be established and composed of three (3) representatives appointed by the Library, and three (3) representatives of the Union. The Library shall be responsible for the total operating costs of the Committee, including the normal wages of employees while engaged in committee duties.

21.3 **Meetings of Committee**

The Health and Safety Committee shall hold meetings as requested by the Union or by the Library and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be posted.

21.4 **Safety Measures**

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

ARTICLE 22—TECHNOLOGICAL CHANGE

22.1 **General Provision re: Technological Change**

Disputes between the Library and the Union arising in relation to technological change shall be resolved by arbitration, without stoppage of work.

22.2 **Displacement**

No regular employee shall be dismissed by the Library because of mechanization or technological changes. Employees who are displaced from their jobs by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

22.3 **Training Program**

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

22.4 **Significant Technological Change**

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

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

22.4.2 alters significantly the basis upon which the Collective Agreement was negotiated**;**

either Party may refer the matter to an Arbitration Board constituted pursuant to Article 8 of this Agreement.

22.5 Arbitration Board Decision on Technological Change

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

22.5.1 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;

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

22.5.3 That the Library reinstate any employee displaced by reason of the technological change;

22.5.4 That the Library pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable;

22.5.5 That the matter be referred to the Labour Relations Board;

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

ARTICLE 23—JOB SECURITY

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

ARTICLE 24—PRESENT CONDITIONS AND BENEFITS

24.1 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Library shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Library and the Union.

24.2 Continuation of Acquired Rights

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

ARTICLE 25—CROSSING OF LEGAL PICKET LINES

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

ARTICLE 26—GENERAL

26.1 Plural Terms May Apply

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

26.2 New Employees

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

26.3 Copies of Agreement

On commencing employment, the Library's department head shall introduce the new employees to their Union Steward or representative, who will provide them with a copy of the Collective Agreement.

26.4 Union Orientation

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

26.5 **Harassment**

The Library and the Union support the provision of a respectful, safe, healthy and rewarding work environment for the Library employees. The Library and the Union agree that bullying and harassment shall not be tolerated in the workplace. Managers and supervisors will foster in their work areas an environment free of bullying and harassment and will take appropriate and timely action whenever they have actual knowledge of any bullying and harassment. If the Parties are unable to resolve the complaint, the Parties may utilize the grievance procedure. By mutual agreement, the Parties may request an outside impartial third party to adjudicate the complaint. Costs of the third party are to be shared equally.

ARTICLE 27—SCHEDULES

The Schedules of wages, classification, special provisions and hourly rates for all employees of the Library covered by this Agreement shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 28—TERM OF AGREEMENT

28.1 This Agreement shall be for a renewal term of four (4) years, effective January 1, **2025** through to December 31, **2028**, both dates inclusive. Should either Party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other Party hereto to commence collective bargaining, or should the Parties be deemed to have given notice under Section 46 of the Labour Relations Code of British Columbia, this Agreement shall continue in full force and effect, and neither Party shall make any change or alter the terms of this Agreement until:

28.1.1 The Union can lawfully strike in accordance with the provisions of Part V of the Labour Relations Code of British Columbia; or

28.1.2 The Library can lawfully lock out in accordance with the provisions of Part V of the Labour Relations Code of British Columbia; or

28.1.3 The Parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

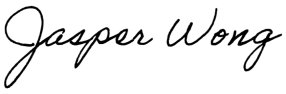
whichever is the earliest.

28.2 The operation of section 50, subsections (2) and (3) of the Labour Relations Code of BC is hereby excluded.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENCE ON THIS 17TH DAY OF AUGUST , 2026.



Lisa Werring
CHAIR, LIBRARY BOARD



Jasper Wong
CHAIR, CUPE 402-02



Julie Balenzano
ACTING CHIEF LIBRARIAN



David Lance
CUPE REPRESENTATIVE

SCHEDULE A

	January 1, 2025		January 1, 2026		January 1, 2027		January 1, 2028	
	Base	**End[a]**	**Base**	**End[a]**	**Base**	**End[a]**	**Base**	**End[a]**
Pay Grade 1 Public Services Clerk	20.61	20.61	21.33	22.08* April 9	22.90	22.90	23.70	23.70
Pay Grade 2								
Pay Grade 3								
Pay Grade 4	26.33	27.32	27.25	28.28	28.26	29.33	29.25	30.36
Pay Grade 5	27.33	28.40	28.29	29.39	29.34	30.48	30.37	31.55
Pay Grade 6	28.42	29.37	29.41	30.40	30.50	31.52	31.57	32.62
Pay Grade 7 Accessibility Services Clerk Collections Services Clerk	29.44	30.34	30.47	31.40	31.60	32.56	32.71	33.70
Pay Grade 8 Circulation Services Assistant	30.36	31.41	31.42	32.51	32.58	33.71	33.72	34.89
Pay Grade 9 Public Services Assistant	31.43	32.44	32.53	33.58	33.73	34.82	34.91	36.04
Pay Grade 10 Collections Services Assistant Information Services Assistant	32.45	33.55	33.59	34.72	34.83	36.00	36.05	37.26
Pay Grade 11	33.57	34.38	34.74	35.58	36.03	36.90	37.29	38.19
Pay Grade 12 Administrative Services Assistant *Marketing and Communications Officer*	34.44	35.50	35.65	36.74	36.97	38.10	38.26	39.43
Pay Grade 13 Accessibility Services Technician Collections Services Technician Public Services Technician	35.53	36.47	36.77	37.75	38.13	39.15	39.46	40.52
Pay Grade 14 *Development Officer*	36.48	37.54	37.76	38.85	39.16	40.29	40.53	41.70
Pay Grade 15 Accessibility Services Supervisor *Information Technology Support Services Technician*	37.59	38.54	38.91	39.89	40.35	41.37	41.76	42.82
Pay Grade 16 Collections Services Supervisor *Digital Marketing Specialist* *Marketing and Communications Supervisor* Public Services Supervisor Public Services Supervisor – Community Branch	38.57	39.51	39.92	40.89	41.40	42.40	42.85	43.88
Pay Grade 17 *Indigenous Services Coordinator*	39.54	40.50	40.92	41.92	42.43	43.47	43.92	44.99
Pay Grade 18	40.53	41.51	41.95	42.96	43.50	44.55	45.02	46.11
Pay Grade 19	41.57	42.56	43.02	44.05	44.61	45.68	46.17	47.28
Pay Grade 20	42.61	43.65	44.10	45.18	45.73	46.85	47.33	48.49

[a] The end rate becomes effective after the completion of **910 hours or nine (9)** months of regular employment, **whichever comes first.**

*Italicized positions are considered specialized.

Librarian A	**January 1, 2025**	**January 1, 2026**	**January 1, 2027**	**January 1, 2028**
Step 1	40.58	42.00	43.55	45.07
Step 2	42.42	43.90	45.52	47.11
Step 3	44.33	45.88	47.58	49.25
Step 4	46.33	47.95	49.72	51.46
Step 5	48.40	50.09	51.94	53.76

Librarian B	**January 1, 2025**	**January 1, 2026**	**January 1, 2027**	**January 1, 2028**
Step 1	46.33	47.95	49.72	51.46
Step 2	48.40	50.09	51.94	53.76
Step 3	50.58	52.35	54.29	56.19
Step 4	52.86	54.71	56.73	58.72
Step 5	55.24	57.17	59.29	61.37

Upon completion of 1820 paid hours in a step, a Librarian employee will be placed on the next higher step within the wage range.

LETTER OF UNDERSTANDING (1)

between

SURREY PUBLIC LIBRARY BOARD
("The Library")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 402-02
("The Union")

It is agreed and understood between the Library and the Union that Casual Employees and Public Services Clerks who have not worked in any six (6) consecutive calendar months shall be removed from the seniority list and terminated.

This letter of understanding shall not apply to Casual Employees or Public Services Clerks who have indicated their availability for work and who have not been offered any employment during the six (6) month period under consideration.

Signed this 9th day of March, 2017 at Surrey, B.C.

For the Library:	For the Union:
Surinder Bhogal	Zoe Magnus
Kristen Andrews	Denise Parks
Kathy de Graaf	Eileen McMillan

LETTER OF UNDERSTANDING (2)

between

SURREY PUBLIC LIBRARY BOARD
("The Library")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 402-02
("The Union")

1. It is understood and agreed between the Library and the Union that this Letter of Understanding shall be in full force and effect in accordance with Article 28 of the Collective Agreement.

2. Article 22 - Technological Change

   It is agreed that existing clauses 22.2 and 22.3 will be replaced by the following:

   22.2 Displacement

   No CUPE Local 1698 employee who transferred from the Fraser Valley Regional Library to the Surrey Public Library on March 17, 1983, or any employees hired by the Surrey Public Library Board from that date to the signing of this Memorandum of Agreement will be dismissed by the Library because of mechanization or technological change.

   Regular employees, other than those mentioned above, displaced by technological change will have an opportunity for:

   (a) retraining with no reduction in normal earnings; or

   (b) transfer to another position with no reduction in normal earnings; or

   (c) severance pay on the basis of length of service and classification.

   The choice of the above shall be by mutual agreement between the Parties.

   22.3 Training Program

   In the event that the Library should introduce new methods or machines which require new or greater skills than are possessed by employees under the existing methods of operation, such regular employees shall have the opportunity for retraining for a mutually agreed length of time.

3. Article 23 - Job Security

It is agreed that the existing clause will be replaced by the following:

> No CUPE Local 1698 employee who transferred from the Fraser Valley Regional Library to the Surrey Public Library on March 17, 1983, or any employees hired by the Surrey Public Library Board from that date to the signing of this Memorandum of Agreement will be laid-off as a result of the Library contracting out work or services performed by members of the Bargaining Unit on or before the date of this Memorandum of Agreement.

Signed this 20th day of August 1984.

Original signed by:

FOR THE UNION:	FOR THE LIBRARY:
Mildred Jenkinson	M. Jones
Jan Parker	Stan Smith
James LeMaistre	W. Eccleston
Donna DeVos	John Collison

LETTER OF UNDERSTANDING (3)

between

SURREY PUBLIC LIBRARY BOARD
("The Library")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-02
("The Union")

Notwithstanding the terms in the Collective Agreement, the following shall apply with respect to the provision of Library Branch service on Sundays.

1. Sundays will be incorporated into the schedules as a regular day of work.

2. All employees may be required to work on Sunday subject to their assigned work schedule except employees hired prior to January 1, 2003 will not be required to work on Sunday.

3. Regular employees**,** other than Librarians**,** will not be required to work more than every third (3rd) Saturday or Sunday.

4. Notwithstanding Article 12.1.3 and point 3 above, the Library may have up to a maximum of **six** (**6**) weekend positions per branch **of all public services (PSA, PST) positions**, to a maximum of fifty percent (50%) of the classification in the branch rounded up**,** in either or both of the following classifications:

   - Public Services Assistant
   - Public Services Technician

   These positions shall be limited to four (4) shifts per week, such shifts to occur on Saturdays, Sundays and two (2) additional shifts per week. The additional shifts shall be specified in the posting and may be scheduled on a three (3) week rotational basis. Three-shift positions that exist at the date of ratification of this agreement may be increased to four shifts by mutual agreement between the Library and the Union.

5. **All employees, including Casuals and Public Services Clerks, working on Sunday shall receive straight time plus a premium of $1.00 for all hours worked.**

6. If a Library Branch opens for less than 7 hours on Sunday, employees' regular hours of work shall not exceed seven and a half (7.5) hours per day, thirty-five (35) hours per week in the week of their regularly scheduled Sunday. Regular Full-Time employees will be given the option to work their full seven (7) hour shift on Sunday or work an additional thirty (30) minutes on each scheduled day that week. If an employee elects to work seven (7) hours on Sunday, five (5) will be paid at the applicable premium defined

in Point 5. Overtime will be paid in accordance with the provisions of the Collective Agreement.

7. The Library will close on General (statutory) holidays that fall on a Sunday. If a (General) statutory holiday falls adjacent to a Sunday, the Library may remain open.

8. If December 24 should fall on a Sunday, the Library **may** remain closed.

Signed this 9th day of March, 2017 at Surrey, B.C.

For the Library:	For the Union:
Surinder Bhogal	Zoe Magnus
Kristen Andrews	Denise Parks
Kathy de Graaf	Eileen McMillan

Revised and updated effective April 9, 2026.

LETTER OF UNDERSTANDING (4)

between

SURREY PUBLIC LIBRARY BOARD
("The Library")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 402-02
("The Union")

RE: EARLY BRANCH CLOSURE ON
CHRISTMAS EVE AND NEW YEAR'S EVE

The Library and the Union agree that, for the duration of this contract the Library branches will close as follows:

Christmas Eve	2 p.m.
New Year's Eve	5 p.m.

Signed this 13th day of March 1992.

Original signed by:

FOR THE UNION:	FOR THE LIBRARY:
Mildred Jenkinson	George Samson
Donna DeVos	Stan Smith
Wendy Friesen	William Eccleston
Bernie Schneider	Ilona Rule
	Sheila Wallace
	Joan Deeks

LETTER OF UNDERSTANDING (5)

between the

SURREY PUBLIC LIBRARY BOARD
("the Library")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-02
("the Union")

RE: "REPLACEMENT STAFFING"

The Union and the Library recognize it is in their mutual interests to allow qualified employees to work in positions other than their assigned positions. Therefore, the Parties have established a process to allow said qualified employees to have access to certain temporary work.

The Parties agree as follows:

1. The Library will assign temporary work to those qualified employees on a rotational basis by seniority.

2. If either Party believes there are problems with the process, the Parties will attempt to resolve such problems through the Labour-Management Committee.

Signed this "18th" day of "December" 2003.

For the Library:

Beth Barlow
Beth Barlow

Michael Ho
Michael Ho

Melanie Houlden
Melanie Houlden

Jeff Marwick
Jeff Marwick

For the Union:

Helena Gazdik
Helena Gazdik

Jim Gorman
Jim Gorman

Carol Hanratty
Carol Hanratty

Laurie Larsen
Laurie Larsen

Denise Parks
Denise Parks

LETTER OF UNDERSTANDING (6)
between the
SURREY PUBLIC LIBRARY BOARD
("the Library")
and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-02
("the Union")

Re: City Centre Branch Employee Parking

In follow up to previous notifications that staff parking will become employee paid at City Centre Branch (CCB), the Library can confirm the following:

Staff parking at CCB will become a paid parking model commencing in 2013. The Library is not responsible for how employees manage their commute to and from the workplace, nor is it responsible for guaranteeing parking at a work site.

The specific decision to provide paid staff parking is determined by the Library, and is related to local area parking standards, Canada Revenue Agency definitions, and the availability of parking and transportation options for staff. The Library will discuss the implementation of paid staff parking with the Union in advance of implementation of such a paid parking model in a Library work location.

With respect to parking at CCB, employees who are required to provide their personal vehicle as a condition of their job will not be required to pay for work related parking.

The Library will provide employee paid, scramble workplace parking for CCB staff at the New City Hall (NCH) Parkade. Staff parking rates are determined by the City, in consideration of street parking fees and private/public sector parking lot fees for the geographic region, as determined by periodic surveys.

Specific to CCB, the initial staff parking rate(s) were determined using the criteria above. Staff paid parking rates have been set on a monthly basis. Staff will have the periodic and/or annual option of committing to or not committing to paid staff parking at CCB.

The City will periodically increase staff parking rates to reflect increases in Vancouver CPI, increases in Surrey's street parking rates, and/or increases to the local area parking rates. It is anticipated that the first such increase in parking rates will occur in January 2015.

If CCB staff opt to participate in the paid staff parking model, they will have the options of:

- Daily parking – paid at the public rate for the time required, based on a 'pay as you go model', and no designated parking spot.

- Monthly Scramble Staff Parking – monthly staff rate of $75 per month, no designated parking spot (first come first served), Monday to Friday parking

coverage during normal business hours, and non-transferrable. The exact payment method will be determined in consultation with the successful parking vendor.

- Monthly Reserved Staff Parking – paid at a monthly staff rate of $130 per month, designated parking spot, Monday to Friday parking during normal business hours, and non-transferrable. The exact payment method will be determined in consultation with the successful parking vendor.

Specific administrative guidelines for the paid staff parking at CCB will be discussed in advance with the Union. Examples of guidelines to be discussed may include payment collection practices (leave of absences, workers compensation absence, sick leave), overtime parking, parking option selection model, registration practices, etc.

The City or its contractor will enforce parking standards in the area. Any tickets, towing costs, etc. incurred by Staff as the result of failure to follow the parking standards, are the responsibility of the staff. The Library assumes no liability for vehicles parked in its parking structure.

Staff not located at a paid staff parking location, but who are required to visit the location for a Library business purpose, will be reimbursed for parking charges.

Staff are expected to support the parking of local residents/businesses by not seeking unpaid, residential/commercial parking in the geographic area. It is important that the Library is viewed as a good neighbour by area residents and businesses.

To facilitate the transition of impacted staff to the paid parking model at CCB, the Library will provide eligible staff with the following accommodations:

1. Initial CCB Parking Fee Reduction:

    - Scramble Parking: Eligible Staff (Working at CCB and pre-registered for Parking), will not be required to pay for scramble parking until the first of the month that is three months after the City's last full move wave to the New City Hall (the City currently estimates that the last move wave will occur in early October 2013, therefore charging for scramble parking for eligible staff will commence on February 1, 2014). Reserved Parking: Eligible Staff (Working at CCB and pre-registered for Parking), who prefer reserved parking will receive a $75 per month reduction in parking fee for the same timeframe as describe under scramble parking.

2. 12 Month Additional CCB Parking Subsidy: Eligible staff (Working at CCB and pre-registered for Parking) will receive a $35 monthly subsidy for twelve months following the completion of the initial CCB parking fee reduction. (The City estimates the 12-month period will commence on February 1, 2014 and terminate on January 31, 2015). No subsidy will be paid outside the 12 month Additional Parking Subsidy timeframe. To

be eligible for this subsidy, a staff member must participate in either the monthly scramble or monthly reserved parking model during the first year of operation of the New City Hall Parkade. It will be a taxable benefit.

3. TransLink Pass Supplement: The Library currently provides a 15% subsidy to regular staff for the TransLink Employee Pass Program passes (in addition to the discount provided by TransLink). The Library reserves its right to review, modify or end this subsidy program with one month's notice. However, for the full period of the "Initial CCB Parking Fee Reduction" and the "12 month Additional CCB Parking Subsidy" the Library will increase its subsidization of the TransLink Employee Pass Program (EPP) to a total amount of 30%, for regular employees. It is a taxable benefit.

4. Transportation Fee Options: The Library commits that during 2013 it will meet with the Union to explore options for expanding transportation subsidies/support to staff to encourage sustainable commuting.

5. Opportunity for 24/7 Parking: The City does not anticipate that the NCH Parkade will initially be fully occupied by other paying users. Until the NCH Parkade is more fully utilized, the City will permit CCB staff, who are registered for Scramble or Reserved parking, to use the NCH Parkade on a 24 hour/7 day per week basis, with the registered vehicle with no additional cost. This supplemental benefit will end when the City deems that there is sufficient paid parking demand for non-traditional hours (those hours outside of Monday – Friday 7am-6pm). The Library will provide impacted staff with 30 days' notice of any change to this practice.

The Library recognizes that the introduction of paid staff parking is a new and complex concept for staff. It will work with the Union over the coming months, to develop and implement an effective communication program to ensure staff fully understand staff parking options. It is anticipated that further discussions on paid staff parking will occur and future amendments of this letter may be required.

Melanie Houlden	Heather Inglis
Surinder Bhogal	Denise Parks
Michael Ho	Eileen McMillan
April 29, 2013 Date	April 29, 2013 Date

LETTER OF UNDERSTANDING (7)
between
SURREY PUBLIC LIBRARY BOARD
("The Library")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 402-02
("The Union")

Re: Person In-Charge Premium

It is understood and agreed that when Employees in positions without branch in-charge responsibilities are designated to be in charge of a library branch utilizing the new service model and during hours open to the public, they shall be paid a premium of $2.25 per hour for time worked, effective September 2020. Employees designated to be in charge of a library branch not utilizing the new service model shall be paid the premium effective January 2021.

This agreement has been made without prejudice or precedent.

The Library and Union agree that either party may seek to renegotiate or cancel this Memorandum of Understanding with thirty (30) days' written notice to the other party.

Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.

Signed this _24th___ day of _November_ 2020_.

On behalf of the Library	On behalf of the Union:
Surinder Bhogal	Denise Parks
Michael Ho	Raqiya Khan

LETTER OF UNDERSTANDING (8)
between
SURREY PUBLIC LIBRARY BOARD
("The Library")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 402-02
("The Union")

Re: Alternate Hours of Work

For the term of this Collective Agreement, the Parties agree that for the employees in positions designated below to implement an alternate work hours plan based on the following criteria and guidelines:

1. Positions

   Marketing and Communications Supervisor
   Marketing and Communications Officer
   Development Officer
   Any other departments or positions which are mutually agreed between the Parties

2. With mutual agreement between the manager and the employee, during a two-week pay period, an employee may work a non-standard work schedule of seventy hours that may include more than seven (7) hours in a day, more than five (5) consecutive days of work, and/or more than thirty-five (35) hours in a week. Overtime rates will apply for hours beyond seventy (70) in a pay period.

3. If the Library initiates the non-standard hours in a pay period, the employee shall be entitled to applicable premium pay. If the employee initiates the non-standard hours in a pay period, the employee shall not be eligible for premium pay.

4. Where this Letter of Understanding is silent or there is a dispute about its application, the Parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.

5. Either Party may terminate the provisions of this Letter of Understanding as a whole or by a functional department or position as outlined above by providing thirty (30) days written notice to the other Party.

Signed this _19th___ day of _July_ 2022_.

For the Library:	For the Union:
Surinder Bhogal	Denise Parks
Kristen Andrews	Jasper Wong
Michael Ho	Robin Price
Samantha Quizon	Raqiya Khan
John Leeburn	Carmen Sullivan

LETTER OF UNDERSTANDING (9)
between
SURREY PUBLIC LIBRARY BOARD
("The Library")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 402-02
("The Union")

Re: Fixed Schedule Positions

When a position is vacant or a new position is created, the Library may implement a fixed schedule for that position subject to:

1. The fixed schedule may include every Saturday or Sunday and up to three closing shifts.
2. These positions must be a minimum of twenty (20) hours per week.
3. An employee working on a rotating schedule may request consideration for conversion to a fixed schedule.
4. The fixed schedule must have two (2) consecutive days off.
5. **A total of 50% of regular scheduled public services positions (excluding librarians) may be implemented systemwide.**
6. **The Library will continue to offer fixed and rotating schedules.**

Signed this _19th___ day of _July_ 2022_.

For the Library:	For the Union:
Surinder Bhogal	Denise Parks
Kristen Andrews	Jasper Wong
Michael Ho	Robin Price
Samantha Quizon	Raqiya Khan
John Leeburn	Carmen Sullivan

Revised and updated effective April 9, 2026.

LETTER OF UNDERSTANDING (10)
between
SURREY PUBLIC LIBRARY BOARD
("The Library")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 402-02
("The Union")

Re: Cultural Leave

For the term of this Collective Agreement, employees who regularly observe cultural or religious holidays other than those proclaimed by the federal or provincial government as listed in article 13.1 will be entitled to up to three (3) days of indigenous, cultural, or religious leave per calendar year, for the recognized day(s), without loss of seniority or benefits.

These days are non-accumulative from year to year. Requests for cultural leave shall be submitted along with vacation leave.

Such time will be taken as unpaid leave of absence. An employee may offer their availability to work an alternate shift within the week of their leave.

Casual employees will not be required to offer an alternate date of availability when requesting such leave.

These requests will not be unreasonably withheld.

Signed this _19th___ day of _July_ 2022_.

For the Library:	For the Union:
Surinder Bhogal	Denise Parks
Kristen Andrews	Jasper Wong
Michael Ho	Robin Price
Samantha Quizon	Raqiya Khan
John Leeburn	Carmen Sullivan

LETTER OF UNDERSTANDING (11)
between
SURREY PUBLIC LIBRARY BOARD
("The Library")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 402-02
("The Union")

Re: Mobile Library Driving and PIC Premiums

For the term of this Collective Agreement, the Parties agree that employees designated as a driver of the mobile library shall be paid a premium of $2.25 per hour for time spent driving the mobile library (including conducting pre and post inspections).

It is understood and agreed that when employees in positions without branch in-charge responsibilities are designated to be in charge of the mobile library, they shall be paid the person in charge premium commencing when the mobile library is driven and ending when the mobile library returns to its point of origin.

Signed this __28 day of June, 2024

For the Library:	For the Union:
Michael Ho	Jasper Wong
Samantha Quizon	Kelly Kennedy