

ITEMS PREVIOUSLY AGREED

between the

VANCOUVER PUBLIC LIBRARY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391

1. **Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2007 January 01 to 2011 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

2. **General Increase**

- (a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31st shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 **(date to be determined by B. Foley)**, all hourly rates of pay which were in effect on 2010 March 31st shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 **(date to be determined by B. Foley)**, all hourly rates of pay which were in effect on 2011 March 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

3. **Joint Committee - Technological Change**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Schedule "D" and amend Clause 7.1(3) to read as follows:

"Technological Change Committee

A Technological Change Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives

of the Union. The Committee shall meet from time to time at the call of either party to discuss matters related to technological change.”

4. **Joint Committee - Ergonomics**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Clause 8.8 - Guidelines for Video Display Terminals and agree to establish a new Committee as follows:

“The Employer and the Union agree to establish a Sub-Committee of the Health and Safety Committee which shall consist of not more than three (3) representatives from each party to discuss issues around ergonomics. The Committee shall commence within one (1) month following a request from the Union and shall meet from time to time at the call of either party.”

5. **First Aid Premium**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.8 by:

- (a) increasing the OFA Level II premium from “\$85 per month” to “\$125 per month” and from “55¢ per hour” to “80¢ per hour”; and
- (b) increasing the OFA Level III premium from “\$100 per month” to “\$145 per month” and from “65¢ per hour” to “95¢ per hour”.

6. **Annual Vacation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Clause 11.1.2 to read as follows:

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

7. **Compassionate Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.7 by changing the word “may” to “shall” in Clauses 11.7.1 and 11.7.2 and by deleting the last sentence of Clause 11.7.1.

8. **Personnel File**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision:

“8.13 Personnel Files

Paragraphs 1, 2 and 3 of this Clause are applicable only to documents dated after (the date of ratification of this Memorandum of Agreement).

8.13.1 A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.

8.13.2 An employee shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 15. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.

8.13.3 Upon receiving permission from the Director of Human Resources or designate, an employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Director of Human Resources or designate.

8.13.4 Effective [the date of ratification], discipline letters will be removed from an employee's personnel file four (4) years from the date the letter is issued upon application by the employee provided no further incident or misconduct has occurred.”

Note: The parties acknowledge that the four (4) year time period referenced in 8.13.4 shall not be applied retroactively.

9. **Daily Guarantee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 8.12(d) by replacing the words “two (2) occasions” with the words “six (6) occasions”.

10. **Joint Committee – Layoff and Recall**

The Employer and the Union agree to establish a Joint Committee called the Layoff and Recall Committee, consisting of not more than three (3) representatives from each party

to discuss the parties' bargaining issues related to layoff and recall. The Committee shall commence within one (1) month following a request from either party. The Committee shall remain in place until 2008 June 30, but no later, by which time it shall report its findings and any recommendations to the respective principals. Where a recommendation is approved by the principals of both parties, such recommendation shall be implemented prior to the next round of collective bargaining.

11. **Joint Committee - Job Sharing**

The Employer and the Union agree to establish a Joint Committee consisting of not more than three (3) representatives from each party to discuss amendments to the current Letter of Understanding on Job Sharing. The Committee shall commence within one (1) month following a request from the Union. The Committee shall remain in place until 2008 June 30, but no later, by which time it shall report its findings and any recommendations to the respective principals. Where a recommendation is approved by the principals of both parties, such recommendation shall be implemented prior to the next round of collective bargaining.

12. **Joint Committee – Classification Appeal Process**

The Employer and the Union agree to establish a Joint Committee consisting of not more than three (3) representatives from each party to discuss the current classification appeal process (internal appeal and Job Evaluation Appeal Committee Agreement). The Committee shall commence within one (1) month following a request from the Union. The Committee shall remain in place until 2008 March 31, but no later, by which time it shall report its findings and any recommendations to the respective principals. Where a recommendation is approved by the principals of both parties, such recommendation shall be implemented prior to the next round of collective bargaining.

13. **Housekeeping**

Effective 2007 January 01, the Employer and the Union agree to the following housekeeping changes:

- (a) delete expired effective dates and related transitional wording, e.g. Articles 8.3, 8.4, 8.12, 9.2, 9.6.2, 10.1.2, 10.4, 10.10, 11.6.3, 11.7.2, 12.2.6, 13.2, 14.2.1, 14.2.2, 14.4 and 15.2;
- (b) review the Agreement to ensure consistent use of the words "City Librarian";
- (c) change "City Librarian" to "employee's Director or designate" in Articles 9.3 and 11.7.1 and to "Director, Human Resources or designate" in Articles 13.3, 13.4 and 13.5;
- (d) update Schedule "A" to reflect changes in effect at the time the new Agreement is drafted;

- (e) update Schedule “C” by deleting M.A. Cantillon, T. Carr, J. Cull, R. Dahlie, C. Durston, S. Flaherty, W. Graham, D. Jones, S. Lomax, M. Matthews, P. McMurtry, D. Meadwell, J. Morris, S. Teahan, B. Walker, J. White, J. Wynne-Edwards.

14. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

15. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.