

2007

MEMORANDUM OF AGREEMENT

between the

VANCOUVER PUBLIC LIBRARY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE VANCOUVER PUBLIC LIBRARY BOARD (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE VANCOUVER PUBLIC LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2007 JANUARY 01 AND EXPIRING 2011 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2003-2006 Collective Agreement continue except as specifically varied below by paragraphs 2 to 16, both inclusive.

2. **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.

3. **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 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

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- (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 January 01, all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

4. **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."

5. **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."

6. **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".

7. **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.”

8. **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.

9. **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.

10. **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".

11. **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.

12. **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.

13. **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.

14. **Joint Committee - Classification Issues**

The Employer and the Union agree to establish a Joint Committee consisting of not more than three (3) representatives from each party to discuss classification issues. The primary purpose of the Committee shall be for each party to gain a better appreciation of the other party's perspective on classification issues. The Committee shall meet periodically during 2007, 2008 and 2009 and shall cease to exist on 2009 December 31 unless both parties agree to extend it. The Committee shall automatically be removed from the Collective Agreement unless both parties specifically agree to renew it.

15. **Brian Foley's Recommendations for Settlement**

The Employer and the Union have amended the Recommendations for Settlement from Mediator Brian Foley dated October 5, 2007 and the amended version is attached hereto as Schedule "A".

16. **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, R. Dutton, M. Simmons.

17. **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.

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18. **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 five (5) calendar days from the date on which the Memorandum of Agreement is signed.

Signed this 18TH day of October, 2007.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

[Signature]
Eric N. Smith
[Signature]
[Signature]
[Signature]
Richard Y. Zell
Quinta Bleich

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 391:

Jim Gormley
Alex Gungberg
Ed Dirl
D. K. L.
[Signature]
[Signature]
M. Gadison

This is the Schedule "A" referred to in item #15 of this Memorandum of Agreement.

SCHEDULE "A"

MEDIATOR BRIAN FOLEY'S RECOMMENDATIONS FOR SETTLEMENT –
VANCOUVER PUBLIC LIBRARY AND CUPE LOCAL 391
(amended)

1. **EFFECTIVE DATES**

Unless otherwise specified in a particular Brian Foley Recommendation For Settlement or otherwise agreed matter, the effective date for any changes to the expired collective agreement will be the date of the ratification of Brian Foley's Recommendations For Settlement by the City and the Library and all three CUPE Locals.

2. **LAYOFFS DUE TO CONTRACTING OUT OF WORK PERFORMED BY CUPE 391 MEMBERS**

The following Letter of Understanding entitled "Layoffs Due to Contracting Out" will be incorporated into the Collective Agreement:

"The Employer agrees that any proposal for contracting out of any work currently performed by members of CUPE Local 391 that may result in the layoff of members of the CUPE Local 391 workforce will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Priority placement of the affected employees;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to Brian Foley, or another mutually agreeable arbitrator, for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code."

Schedule “A” (cont'd)

3. **WORK SCHEDULING – AUXILIARY AND PART-TIME EMPLOYEES**

A new Letter of Understanding entitled “Work Scheduling – Auxiliary And Part-Time Employees” will be incorporated into the Collective Agreement. This Letter of Understanding will read as follows:

“A Joint Committee will be established, consisting of not more than three (3) representatives from the Employer and the Union, to review and to discuss issues around access to and scheduling of part-time and auxiliary hours. The Committee shall commence its discussions within one (1) month following a request from the Union. The Committee shall remain in place until December 31, 2008, but no later, by which time it shall report its findings and any recommendations to their respective principals. Where a recommendation is approved by the principals of both parties, such recommendation shall be implemented no later than prior to the next round of collective bargaining.”

4. **EXTENDED HEALTH PLAN**

Effective January 1, 2008, Clause 10.1.2 will be amended as follows:

- increase the eye exam coverage from “\$75.00 per person per twenty-four (24) month period” to “\$100.00 per person per twenty-four (24) month period”;
- increase the vision care option from “\$300.00 per person per twenty-four (24) month period” to “\$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery”; and
- amend the current Orthotics coverage so that it applies to all employees, not just employees and dependants under 19 years of age.

5. **SHIFT DIFFERENTIAL**

Clause 9.7 will be amended by deleting the words “except Librarians” and change “seventy-five cents (\$0.75)” to “eighty-five cents (\$0.85)”.

6. **DEFERRED VACATION**

Clause 11.1.8 will be amended by changing the words “over and above fifteen (15) working days” to “over and above twenty (20) working days”.

7. **FAMILY ILLNESS – PART-TIME EMPLOYEES**

Part-Time Employees eligible for the Sick Leave Plan shall also be eligible for the Family Illness provision; this shall be so referenced in Clause 14.1.2(a) 3.

Schedule “A” (cont'd)

8. **GRATUITY PLAN – PART-TIME EMPLOYEES**

Clause 14.1.2(a) 3 will be amended by changing the words “sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation)” to “sick leave and gratuity plan on a prorated basis (including a proration of the maximum sick leave and gratuity plan accumulation)”.

9. **SICK LEAVE ADVANCES**

Clause 11.5.3 will be deleted from the collective agreement.

10. **SUNDAY STAFFING**

Clause 8.3.4 will be deleted from the collective agreement.

11. **TEMPORARY POSITIONS**

Clauses 8.4.3 and 8.4.4 will be amended by changing “six (6) months” to “nine (9) months”.

12. **RECOGNITION AND SCOPE**

Clause 1 of the collective agreement will be amended by adding “Librarian V – Public Service Managers, Librarian IV – Area Services Managers, and Librarian IV – Branch Heads (Champlain, Joe Fortes, Hastings, Kerrisdale and Britannia)”.

These classifications will be deleted from Schedule “A” in the collective agreement.

Should any of the current incumbents of these positions wish to remain in the bargaining unit, the position shall remain in the bargaining unit until such time as the incumbent vacates the position, at which time the position shall then be excluded from the bargaining unit.

13. **SPECIAL WAGE ADJUSTMENTS**

(a) Effective January 1, 2008, the following classifications shall be increased by one pay grade:

- Administrative Assistant – Library – From 17 to 18
- Administrative Assistant – Youth Services and Programming – From 18 to 19
- Librarian I – From 21 to 22
- Librarian II – From 24 to 25
- Librarian III – From 26 to 27
- Librarian IV – From 28 to 29
- Librarian V – From 30 to 31
- Librarian – Resources and Services – From 26 to 27

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Schedule “A” (cont'd)

- Systems Librarian – From 28 to 29
- Training Librarian – From 22 to 23
- Library Assistant IV (including Information Assistant)– From 15 to 16
- Library Assistant V – From 17 to 18
- Library Assistant VI – From 18 to 19
- Library Assistant VII – From 19 to 20
- Library Technician I – From 15 to 16
- Library Technician II – From 18 to 19
- Library Technician – Language Collection – From 17 to 18

(b) The following footnote will be added to the Wage Schedule:

“The Employer and the Union agree that, where a wage adjustment is made, it shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification”.

14. **RETURN TO WORK ARRANGEMENTS**

The following return to work arrangements will apply when these Recommendations For Settlement are accepted by the Employer and CUPE Local 391:

- (a) Regular, Part-Time and Temporary Employees are expected to return to work in accordance with operational requirements and the Employer's responsibility to reopen the Library in an efficient and safe manner. Generally, Employees will return to work for their next regularly scheduled shift; however, their start and finish times may be adjusted for up to three working days. Employees not returning to work within 10 calendar days shall be deemed to have resigned unless they have valid reasons for not being able to return and they have made arrangements with the Employer for an acceptable return date. Auxiliary Employees will confirm their return to work schedules by contacting the Human Resources Department.
- (b) All employees who return to work shall suffer no loss of seniority. Entitlements to Vacation Leave in 2007, Supplementary Vacation, Sick Leave and Gratuity Leave and trigger dates for vacation increases and salary increments shall not be affected by the work stoppage.
- (c) Any employee may cash out up to 10 days of current or banked leave entitlements. The cash out must first be taken from any unused 2007 vacation entitlement before it can be taken from any other current or banked entitlements. This is a one time option for employees to be exercised prior to the end of business on November 30, 2007. In addition, any employee who has unused 2007 vacation entitlement may defer up to 10 days of such vacation beyond the normal deferral entitlements under the Collective Agreement. Vacation deferred

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Schedule "A" (cont'd)

under this provision shall be scheduled by 2008 January 01 and taken no later than 2008 June 30.

- (d) The time absent due to the work stoppage is not pensionable service.
- (e) The Employer agrees that employees will not be subject to discriminatory, disciplinary or reprisal action for legal strike activity during the work stoppage. The Union agrees not to take any reprisal action against employees due to their actions or non-participation in strike activity and not to engage in any harassment or discrimination against exempt employees who performed the work of bargaining unit members during the strike.
- (f) All applications/complaints/proceedings before the Labour Relations Board shall be withdrawn.
- (g) Time limits for grievances shall be extended by the period of the work stoppage.
- (h) The remaining balance of any probationary period or acting appointment which was being served at the time the work stoppage commenced shall be served commencing the date the employee returns to work.
- (i) The Employer agrees that any posted vacancy, where the posting period expired during the period of the work stoppage, will be reposted in accordance with the collective agreement or extended, following the employees' return to work.
- (j) As soon as possible following ratification of the Recommendations For Settlement, a lump sum payment of \$1,000.00 (pro-rated, where applicable, based upon an employee's average weekly hours from January 1, 2007 to July 26, 2007) shall be paid to each Regular, Temporary and Part-Time Employee who returns to work in accordance with paragraph(a) of these Return To Work Arrangements and continues to be actively at work for a minimum of one (1) complete pay period following their return to work.

Auxiliary Employees shall qualify for a pro-rated return to work payment provided they have worked a minimum of 350 hours during the period from January 1, 2007 to July 26, 2007 and have returned to work by April 7, 2008. For Auxiliaries, the pro-rated return to work payment shall be paid as soon as possible following the employee's return to work.

The pro-ration for Auxiliaries shall be in accordance with the following formula:

Ave. weekly hrs worked (2007/01/01–2007/07/26) x \$1,000.00

40

= pro-rated payment

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Schedule “A” (cont'd)

In calculating the lump sum payment for employees who were on maternity, parental or adoption leave during 2007 the following additional adjustments shall be made:

- In calculating the average weekly hours worked between 2007 January 01 and 2007 July 26 for any period of time absent on such leave, the employee shall be given credit for the hours they would have worked if they had not been on leave. For employees with no regular shifts the hours shall be calculated based on the average weekly hours scheduled in the last 6 months prior to the commencement of the leave.
- For employees whose leave ended during the work stoppage, the lump sum payment calculated shall be further prorated based on length of the work stoppage for that employee compared to the length of the complete work stoppage. For example a Regular Employee whose leave ended half way through the work stoppage would receive \$500.00. An employee who was on leave for the entire period of the work stoppage would not receive any lump sum payment.

The lump sum payment shall be subject to the minimum statutory deductions required by law and shall not be treated as wages for the purpose of pension contributions.

- (k) Any dispute respecting these return to work arrangements will be referred to Brian Foley for a final and binding decision.