

**LETTER OF UNDERSTANDING**

between the

**VANCOUVER PUBLIC LIBRARY**  
(“the Employer”)

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391**  
(“the Union”)

**RE: EXCLUDED POSITIONS**

The Union and the Employer agree to the process contained in this Letter of Understanding when dealing with the creation of excluded positions.

**1. Exclusion of Newly Created Positions**

- 1.1 If the Employer intends to create a new position that it believes is excluded from the bargaining unit, it will notify the Union in writing at least 30 days before advertising the position.
- 1.2 The notification will include as many details of the position as possible, including job description and/or class specification, wage rate, reporting structure for the position, and all other relevant information.
- 1.3 If the Union does not agree that the position should be excluded from the bargaining unit, it will notify the Employer in writing within 15 days of receiving the Employer’s notification.
- 1.4 The Union and the Employer will meet to attempt to resolve the matter. The Employer will not fill the position while in discussions with the Union.
- 1.5 If the Union and the Employer are not able to agree, the Employer may fill the vacant position. The Union may refer the dispute to arbitration or the Labour Relations Board, as appropriate.
- 1.6 The onus will be on the Employer to demonstrate that the position is properly excluded from the bargaining unit.
- 1.7 If the Union is successful in having the position included in the bargaining unit, the Employer will post the position and will pay to the Union the equivalent of Union dues for the period of time the position was treated as excluded.

**2. Exclusion of Existing Position**

- 2.1 If the Employer wishes to exclude a position that is currently in the bargaining unit, it will notify the Union in writing.
- 2.2 The notification will include as many details of the position as possible, including job description and/or class specification, wage rate, reporting structure for the position, and all other relevant information.
- 2.3 If the Union does not agree that the position should be excluded from the bargaining unit, it will notify the Employer in writing within 15 days of receiving the Employer's notification.
- 2.4 The Union and the Employer will meet to attempt to resolve the matter.
- 2.5 If the Union and the Employer are not able to agree the Employer may refer the dispute to the Labour Relations Board.
- 2.6 The onus will be on the Employer to demonstrate that the position is properly excluded from the bargaining unit.
- 2.7 The position will remain included in the bargaining unit unless, and until, the arbitrator or Labour Relations Board determines that it should be excluded from the bargaining unit.
- 2.8 No employee will be required to leave the bargaining unit due to this process.

Signed on JULY 24, 2000

For the Union:

Edward Dill

For the Employer:

Madeline Clark