

LETTER OF UNDERSTANDING

BETWEEN

VANCOUVER PUBLIC LIBRARY BOARD
(the "Employer")

AND:

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

RE: REALLOCATION OF "Reduced" REGULAR PART-TIME HOURS

1. SCOPE

This Letter of Understanding will address the reallocation of deleted part-time hours as a result of budgetary reductions and/or benchmarking. It will not apply to regular part-time hours that become vacant or are rescheduled due to the normal course of operations.

2. WITHOUT PREJUDICE

This agreement is without prejudice to the Employer's position that there is no language in the Collective Agreement in regards to layoff or reallocation of hours for "reduced" regular part-time (RPT) hours. Layoff language for part-time employees only applies "when all regularly scheduled weekly hours cease" as per Article 14.1.3.

This agreement is without prejudice to the Union's position that the Collective Agreement and/or past practices and procedures require the Employer to use seniority as the determining factor in regards to layoff or reallocation of hours for "reduced" regular part-time hours.

3. TERM

This agreement will be for a trial period, to remain in effect until December 31st, 2011. It may be extended by mutual agreement of both parties.

4. MARGIN OF ERROR

The parties agree that, where restoration of part-time hours is concerned, the acceptable margin of error is plus or minus 1 hour, with one exception: in the event an RPT employee with benefits (20+ hours) loses hours that takes them below 20 hours and is subsequently reassigned hours resulting in less than 20 hours (for example, an employee with 20 hours loses 5 hours and is reassigned 4), they would remain on the list for available hours until there are hours available for them to be reinstated to at least 20 hours.

5. STAFF ELIGIBLE FOR RESTORATION OF "REDUCED" HOURS

- a) Staff who are eligible for restoration of RPT shifts include RPT staff who have achieved seniority and who lose one or more RPT shift(s).
- b) RPT staff who have not achieved seniority are not eligible for restoration of shifts.

6. SHIFT RESTORATION PROCESS

The parties agree to the following process:

- i. Human Resources (HR) will maintain a "Reduced Part-time Hours Employee List" of employees who have had part-time hours reduced. Staff outlined in 5 a) will be placed on this list in order of seniority.
- ii. HR will also maintain a list of all vacant RPT hours ("Part-time Hours Vacancy List") that have been approved for permanent filling.
- iii. HR will attempt to contact the most senior affected staff member on the Employee List to provide them with the Vacancy List of hours and shifts available in the classification of the hours that were reduced. Only hours and shifts in the classification of the hours reduced and where the employee is not already regularly scheduled will be offered; employees will not be given the option to trade currently scheduled shifts for vacant shifts or access hours in another classification.
 1. If the employee is not readily available, HR will make every reasonable effort to contact them both at home and at work.
 2. If HR is unable to make contact within 48 hours, HR will move on to the next most senior person on the list.
- iv. Once contacted and provided with the Vacancy List, the employee will have 48 hours to respond in writing to HR and indicate which shift(s) they desire.
 1. HR will confirm in writing the shift(s) that have been lost and/or gained, as per standard practice.
 2. Should the staff member fail to respond within 48 hours, or should they decline all available shift(s), they will be placed at the bottom of the Employee List and remain on the list until this agreement expires, after which time they will no longer be eligible for shift restoration.

v. HR will then continue down the Employee List in order of seniority, until:

1. All affected staff have had their "reduced" hours restored, or;
2. This agreement expires on December 31, 2011.

The signing of this agreement resolves the outstanding policy issue on this matter (#10-09) and the individual grievances of Debbie Mundy (#10-03/14), Alexei Rakhmetouline (#10-01) and Andrew Gulay (#10-02).

Signed on Feb 23, 2010

For the Union:

He E. Linn

Alex Youngberg

For the Employer:

Whemerade

Candice J. R.

Note: agreement extended to December 31, 2012 as per
RFID agreement