

4MEMORANDUM OF SETTLEMENT

Between

**VANCOUVER PUBLIC LIBRARY BOARD
(The "Employer")**

And

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

As agreed on June 27, 2017, the Parties hereby agree to recommend to their respective principals the new and changed provisions outlined herein as a basis for a new Collective Agreement to replace the Agreement expiring on December 31, 2015.

Unless stated otherwise below, all changes are to become effective upon ratification.

Signed on behalf of:

The Union

The Employer

1. Article 8.3.1

A Regular Employee may be required to work on a full shift between 9 a.m. and 6 p.m. on Sundays. **Regular Employees who work at locations that open at 9 a.m. or earlier on Sundays may be required to commence work thirty (30) minutes prior to opening.** Where a Regular Employee is scheduled for less than a full shift the difference between the time scheduled and a full shift shall be made up during the pay period as agreed between the employee and the supervisor. Where time worked on Sunday is not part of the Regular Employee's weekly schedule of work, the employee shall be paid at overtime rates in accordance with Clause 9.4.2.

2. Article 8.5.2 Seniority

All new employees acquire seniority upon completion of a probationary period of nine hundred and thirteen (913) hours or two years of service, whichever occurs first.

Seniority will be calculated based on accumulated hours. When calculating accumulated hours toward seniority, only straight time hours worked or paid since the last break in service of greater than one (1) year shall be included.

Employees who have acquired seniority and leave service for reasons other than termination for cause shall be reinstated on the Seniority List if they are re-employed within one (1) year from the date of leaving; with the exception that employees who have retired from the Employer's service will not retain previous seniority in the event of a rehire and will be considered a new employee.

The Employer will provide the Union with seniority lists for Full-Time Employees, Part-Time Employees and Auxiliary Employees ~~two times each, in January and June on a quarterly basis.~~

3. Article 8.5.6

If an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to a length of service shall be based upon the original date of appointment. Where a Part-Time or **Posted Part-Time** Employee becomes a Regular Employee without a break in service and subsequently successfully completes the probationary period, the employee's Part-Time seniority shall be included in calculating the employee's seniority, vacation entitlement and other perquisites referable to length of service.

4. Article 8.12 Personnel Files

Paragraphs 1, 2 and 3 of this Clause are applicable only to documents dated after 2007 October 20.

8.12.1 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~~ and the Union within five (5) days of it being placed in the employee's personnel file.

8.12.2 An employee and the Union 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.

- 8.12.3 Upon receiving permission from the Director of Human Resources or designate, an employee **or the employee's designate** 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.
- 8.12.4 ~~Discipline letters and letters of expectation 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.~~ **If more than four (4) years have elapsed from the date a disciplinary letter or letter of expectation was issued, and no further incident or misconduct has occurred since the date of issue, such a letter will no longer form part of the employee's discipline record. After this, an employee may apply to have such a letter removed from their personnel file.**

5. Article 8.13 Accommodation Process

When an accommodation is being sought and the Employer requires medical certification (including doctor's notes or physician statements), in relation to the accommodation, the Employer will advise the employee that Union representation is available. The Employer will also notify the Union when requiring physician statements from an employee.

The parties agree that a joint committee will be struck to discuss the format of an Employer form requesting medical certification in relation to an accommodation. The committee will make recommendations to the Employer to which the Employer would give consideration.

6. Article 8.14 Union Notification

The Employer agrees to notify the Union, in writing, when an Employee covered by this agreement is hired, recalled, laid off, disciplined, or when their employment is terminated.

7. Article 9.7 Shift Differential

All regular Employees shall be paid a standard shift differential of ~~eighty-five cents (85¢)~~ **one dollar (\$1.00)** per hour for all regular hours worked prior to 7:00 a.m. and after 6:00 p.m. in any day, provided that where the majority of an employee's regular hours fall outside the period of 7:00 a.m. to 6:00 p.m., the shift differential shall apply to all time worked on the entire shift.

8. Article 10.1.2 Extended Health Care Plan

- (b) vision care (~~\$450.00~~ **\$650.00**) per person in a twenty-four (24) month period, including coverage for laser eye surgery;

- (f) Dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia Pharmacare program;**
- (g) In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription.**

Implementation Note (not to be included in the Collective Agreement): If there is a change to the PharmaCare dispensing maximum, the Employer shall advise the Union and the employees. The Parties will work together to promote awareness of relevant information regarding ~~(i) and (j)~~ (f) and (g) above. The Parties agree that 10.1.2 ~~(i) and (j)~~ (f) and (g) above will be effective eight (8) weeks after ratification of the new collective agreement.

9. Article 10.3 Group Life Insurance

A Regular Employee shall be insured under the Group Life Insurance Plan which includes coverage in an amount equal to one and one-half times (1.5X) the employee's basic salary computed to the next highest \$1000.00 subject to the terms and conditions of the Group Life Insurance policy. Coverage begins in the first day of the pay period following commencement of employment as a Regular Employee.

Group Life insurance will continue until the date of the employee's retirement or the day before the employee reaches age seventy-five (75), whichever occurs first.

10. Article 11 Paid Leave

~~11.1.7 A Regular employee who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act shall be entitled to receive full annual vacation on termination of employment of any reason. All other Regular Employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause 11.1.~~

Provided the Employee has given the Employer at least one month of notice in writing of their resignation date, a Regular Employee who has reached an age where they qualify for receipt of a pension under the pension plan applicable to employees of the Employer, and who has completed at least ten years of pensionable service with the Employer in accordance with the terms of that pension plan, shall be entitled to receive:

- a) full annual vacation on termination of employment for any reason if their employment terminates on or after April 1 of their last year of employment; or**
- b) half of their annual vacation on termination of employment for any reason if their employment terminates before April 1 of their last year of employment.**

All other Regular Employees who leave the service of the Employer shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause 11.1.

The notice requirement described above will be waived if the Employee is unable to provide the notice due to circumstances beyond the Employee's control.

11. 11.6 Gratuity Plan (effective January 1, 2018)

Regular Employees shall be entitled to the following gratuity benefits:

11.6.1 Employees shall be credited with a gratuity of ~~three (3) days per calendar~~ **one (1) day which shall be given for each four (4) month segment of each calendar year (January to April, May to August, September to December)** of service in which no sick leave is taken. Gratuity days are calculated as at December 31 in each calendar year. The maximum gratuity days that may be earned for each calendar year of service are three (3) working days.

~~11.6.2 For each working day that an employee is absent on sick leave in any one (1) calendar year the number of gratuity days to which the employee would be otherwise entitled hereunder in that year shall be reduced by one (1) working day but not exceeding three (3) working days. Such absences on sick leave shall not be set off against any gratuity days earned by the employee in any prior or subsequent calendar years.~~

12. Article 12.2.3 Return to Work

12.2.3 On resuming employment, an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in 12.2.5 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. ~~Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.~~

13. Article 14.1.2 Benefits and Percentage in Lieu of Benefits (effective July 21, 2017)

(a) A Part-Time Employee who occupies a position with a regular schedule of core hours equal to or greater than forty (40) bi-weekly hours shall receive the following benefits:

(1) a payment of ~~40%~~ **eleven percent (11%)** of regular earnings in lieu of vacation and public holiday pay;

14. Article 14.1.4 Reduction in Part Time Hours

The following applies to part time employees who have achieved seniority and who lose one or more of their regular part time hours:

- a. Human Resources (HR) will maintain a Reduced Part Time Hours Employee List (Employee List); this list will include, in order of ~~seniority by classification~~ **combined seniority (total hours worked) for all classified groups in Schedule D**, all employees who have had one or more of their part time hours reduced.
- b. HR will also maintain a Part Time Hours Vacancy List (Vacancy List). **This list** will include all vacant regular part time hours that have been approved to be filled.
- c. HR will attempt to contact the most senior employee, **as defined in (a)**, on the Employee List to provide them with the Vacancy List of hours available ~~in the classification of the hours that were reduced~~. Only hours and shifts ~~in the classification of the hours reduced~~ and at a time when the employee is not already regularly scheduled will be offered.
- d. If an employee is not readily available, HR will make every reasonable effort to make contact both at home and at work; if HR is unable to make contact within forty-eight (48) hours (other than on Saturday or Sunday), HR will move to the next most senior person on the Employee List.
- e. Once contacted and provided with the Vacancy List, the employee will have forty-eight (48) hours to respond in writing and indicate their selection of hours; should an employee fail to respond within forty-eight (48) hours or should they decline all available hours **in the classification in which they lost hours**, they will be placed at the bottom of the Employee List
- f. **No Employee shall be placed at the bottom of the Employee List if they decline hours in classifications less than the classification in which they lost hours.**
- g. **Employees shall not be entitled to accept hours in classifications that are higher than the classification in which they lost hours.**
- h. **Employees shall not be entitled to accept hours in classifications for which they are not qualified.**
- i. Employees will remain on the Employee List until their reduced hours are restored or for a period not to exceed eighteen (18) months, whichever occurs first. The Employer will notify the Union when an employee on the Employee List accepts hours.

~~Note: Employees on the Employee List as of March 5, 2013 will have the 18 month period start on January 1, 2013.~~

- j. Hours will be deemed to have been restored when the restored hours are within one (1) hour of the reduced hours, plus or minus, with the following exception: if prior to the reduction of hours an employee was eligible for benefits and the restored hours do not result in eligibility for benefits, the employee will remain on the Employee List until there are hours available to restore their eligibility for benefits.

- k. Within two (2) months of accepting hours an employee may vacate the hours and go to the bottom of the Employee List. This does not re-start the eighteen (18) month period described above.

15. Article 15.1 Grievance Procedure

15.1.3 Step Three

The Chief Librarian shall meet with the Union's representative and the employee within fourteen (14) calendar days of such referral. ~~Should the Chief Librarian be unable to effect a settlement within fourteen (14) calendar days of such meeting, the Union may refer the matter to the Employer within a further fourteen (14) calendar days.~~ **Should the parties be unable to effect a settlement within fourteen (14) calendar days of such meeting, the Union may refer the matter to Arbitration pursuant to Clause 15.3 for final and conclusive settlement without stoppage of work within a further fourteen (14) calendar days.**

Delete Step 4 and renumber the remaining clauses.

16. Article 15.2 Policy Grievance

- 15.2.7 If the grievance is not resolved through the above process ~~and the grievance was filed by the Union, the Union may refer the grievance to Step Four of the Grievance Procedure within fourteen (14) calendar days of the response. If the grievance is not resolved through the above process and the grievance was filed by the Employer, the Employer either party may refer the grievance to Arbitration pursuant to Clause 15.3 within fourteen (14) calendar days of the response.~~

17. Schedule "E" of the Collective Agreement

On a without prejudice basis, the employees listed in Appendix 'A' shall be offered the opportunity to be converted from PT to PPT.

18. Schedule "G" of the Collective Agreement

2. Prior to finalizing new job descriptions or class specifications, or finalizing revisions to existing job descriptions or classifications ~~specifications~~, the Employer will provide the Union with the proposed new or revised job descriptions or class specifications. The Union shall have ~~five (5)~~ **fourteen (14) calendar days** to provide its input to the Employer in writing, which shall be reviewed by the Employer prior to finalizing the new or revised job descriptions or class specifications.

19. Schedule "H" of the Collective Agreement

The Employer and the Union agree to a system of Earned Days Off (EDO) as described in Schedule "H" below. Schedule "H" will come into effect on January 1, 2018. The existing compressed work week system shall remain in effect until the new Schedule comes into effect on January 1, 2018.

SCHEDULE "H"

EARNED DAYS OFF (EDO)

1. The EDO system shall apply to all Regular Full-Time Employees and Temporary Full-Time Employees who have worked and continue to work in a full-time capacity continuously in excess of six (6) months.

The parties will execute a Letter of Understanding that provides Regular Full-Time and Temporary Full-Time Building Maintenance Workers and Building Service Workers six (6) EDO's per year, based on the principles set out below. The parties will review the number of EDOs for this group of workers when staffing levels permit coverage for the same number of EDOs other employees have.

The Letter of Understanding will also provide Regular Full-Time and Temporary Full-Time Trades Maintenance Workers, Trades Worker/Library and Supervisor, Building Services and Maintenance Employees eighteen (18) EDO's per year based on the principles set out below on a 12-month trial basis. At the end of the trial period, the parties will review the operational impact of the eighteen (18) EDOs. If the Employer can demonstrate that eighteen (18) EDOs are not operationally feasible or there is ~~no~~ an additional salary or benefit cost to the Employer, the number of EDOs will be reduced to fifteen (15).

2. Employees to whom the 18 day EDO system applies and work a 7, 7.4, or 7.5 hour day shall work an additional 30,33,34_ minutes per day respectively over the regular hours set out in the collective agreement, at straight-time rates.
3. Breaks will continue to be governed by Article 8.2 of the collective agreement.
4. The additional time worked as set out in 2 above results in eighteen (18) paid days off over the course of a year.
5. The EDO days may be scheduled by the Employer (through its designate which will typically be at the unit level) in a manner that attempts to create a balance between the work and lifestyle interests of employees and the operational and customer service requirements of the Employer. In some situations this may result in pre-scheduled days off (not necessarily Monday, Friday or Saturday) that provide employees a consistent day off approximately every four weeks on which they can normally rely. In other situations this may result in scheduled days off at irregular times that are mutually acceptable to the employee and the Employer and in some situations this may result in the Employer mandating the scheduling of the EDO's. The Employer will endeavour to schedule EDO's on a consistent and regular basis.
6. If an employee is required by the Employer to work on a pre-scheduled

or mutually agreed upon EDO day off, the employee may reschedule the day off to any time within the following six (6) month period providing they provide forty-eight (48) hours' notice.

The Employer shall not cancel a scheduled EDO unreasonably and will provide reasonable notice of cancellation of a scheduled EDO wherever possible.

7. Notwithstanding items 4, 5 & 6 above, EDO days cannot be banked, must be taken prior to year end and will not be paid out unless, for reasons completely beyond the control of the employee, the employee has been unable to reschedule, prior to the end of the year, an EDO day previously cancelled by the Employer. However, if an EDO is cancelled in December, and it is not possible to re-schedule the time off prior to the end of the year, such days shall be paid out unless suitable alternate arrangements can be made between the Employee and the Employer through its designate.
8. The parties agree that the existing Union/Management Committee shall be used to discuss and attempt to resolve scheduling problems arising from the initial implementation of the EDO system, both parties recognize that this does not create a right to grieve either the method of scheduling chosen or the actual schedule implemented. This shall not limit the Union's ability to grieve matters related to discipline, discrimination or improper interpretation or application of the Collective Agreement.
9. For the purpose of applying overtime, the "standard hours of work" shall be considered to be the regular daily hours set out in the collective agreement plus the additional EDO minutes worked each day.
10. An employee's annual vacation entitlement shall be converted to "working hours" based on the employee's regular working day without the EDO minutes and credited to the employee. For example, an employee who works a 7-hour day without the EDO minutes and who is entitled to 3 weeks' vacation shall be entitled to 105 hours of vacation time. Debiting for vacation taken for this employee would be on the basis of 7 hours and 31 minutes per day (i.e. the 7-hour regular day plus the 31 minutes of EDO time).
11. Similarly, an employee's sick leave and gratuity credits shall be converted to "working hours" and shall be credited and debited in the same manner as vacation.
12. Employees who are required to provide coverage for and to perform the work of another employee or employees on an EDO day shall not be entitled to acting senior capacity pay, extra pay grades, or to have such extra work considered when making application for a reclassification.
13. Nothing in this Schedule shall limit the Employer's ability to schedule standard hours of work as described in the Collective Agreement.
14. The Employer maintains complete discretion over whether to backfill any employee who is absent from work as a result of taking an EDO.

15. The parties agree that the following are the basic principles that govern the EDO system:

- a. The basic annual paid working hours less basic annual public holiday hours less annual paid rest periods are to remain the same under the EDO system as they would be under a standard five (5) day work week system, and
- b. There shall be no additional salary or benefit cost to the Employer associated with implementing EDO schedules beneficial to the employees and there shall be no loss in the salaries or earned benefit hours received by the employees.
- c. While employees may be credited EDO time in their EDO time bank in advance, it is understood that employees are not entitled to EDO time without actually working the additional minutes. EDO time taken but not earned will be repaid to the Employer and may be reconciled from other time banks such as vacation or gratuity banks. Any amount so owing to the Employer when the employment of an employee ends may be withheld from any wages owed to the employee at that time.

16. Outlined below are calculations for an 18 day EDO system.

Weeks per year (adjusted for leap year)			
(365+365+365+366)/4	365.25 7 days/wk	52.1786 wks/yr	
	<u>35 hr week</u>	<u>37 hr week</u>	<u>37.5 hr week</u>
Paid working hours			
Working hours per year	1,826.25	1,930.61	1,956.70
Less Public holidays	<u>-84.00</u>	<u>-88.80</u>	<u>-90.00</u>
Total hours worked per year	1,742.25	1,841.81	1,866.70
Less lost rest periods while on EDO			
2x10 min x18 edos/60	<u>-6.00</u>	<u>-6.00</u>	<u>-6.00</u>
Total paid working hours	<u>1,736.25</u>	<u>1,835.81</u>	<u>1,860.70</u>
total average working days per year on EDO			
Working days (hr peryr/hr per day)	260.89	260.89	260.89
Less Public holidays	<u>-12.00</u>	<u>-12.00</u>	<u>-12.00</u>
Less EDO	<u>-18.00</u>	<u>-18.00</u>	<u>-18.00</u>
Average working days per year	<u>230.89</u>	<u>230.89</u>	<u>230.89</u>
Length of EDO work day			
Total paid hours /	<u>1,736.25</u>	<u>1,835.81</u>	<u>1,860.70</u>
Average working days	230.89	230.89	230.89
	Hours	7.52	7.95
	hours and	7	7
	Minutes	31.2	57
Round to	7 hrs 31 min	7 hrs 57 min	8 hrs 4 min
17. additional minutes worked	31	33	34

VACATION ENTITLEMENT CONVERSIONS

<u>5 Day Week Schedule (35 hr/wk)</u>	<u>Conversion to EDO</u>	<u>Vacation under EDO Schedule</u>		Check	
		days	days	hours/ day	total
10 days (10 x 7 hrs per day = 70 hrs)	70/7.52 hrs per day	9.31	9.31	7.52	70
15 days (15 x 7 hrs per day = 105 hrs)	105/7.52 hrs per day	13.96	13.96	7.52	105
20 days (20 x 7 hrs per day = 140 hrs)	140/7.52 hrs per day	18.62	18.62	7.52	140
25 days (25 x 7 hrs per day = 175 hrs)	175/7.52 hrs per day	23.27	23.27	7.52	175
30 days (30 x 7 hrs per day = 210 hrs)	210/7.52 hrs per day	27.93	27.93	7.52	210
35 days (35 x 7 hrs per day = 245 hrs)	245/7.52 hrs per day	32.58	32.58	7.52	245

Notwithstanding the above calculations, the Employer and the Union have agreed that the length of the work day shall be seven hours and 30 minutes (7.50 hours per day) for the days that an employee actually works.

NOTE: Additional calculations for employees accessing six (6) EDOs and other calculations as agreed shall be included in the Collective Agreement.

20. Letter of Understanding Pay for Jury Duty

The Employer and the Union agree to the following:

Upon completion of 913 hours worked, auxiliary employees shall be entitled, on a pro-rated basis, to the same jury duty leave to which regular employees are entitled. This will only apply to jury duty and to shifts that the employee has already been scheduled to work at the time that the employee was summoned for jury duty.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.

21. Letter of Understanding Accommodation Process

The Employer and the Union agree to the following:

When the Employer requires more than one physician statement in relation to a given accommodation request, the Employer will pay the reasonable cost associated with the second and any subsequent physician statement, provided the initial physician statement was reasonably complete.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.

22. Letter of Understanding Earned Days Off (EDO)

The Employer and the Union agree to the following:

Regular Full-Time and Temporary Full-Time Employees who are eligible for EDOs shall have access to eight (8) unpaid days per calendar year to be scheduled on the same terms as EDOs.

This Letter of Understanding will expire at the conclusion of the renewed Collective Agreement unless the parties agree to extend it.

23. Duration

Four year term from January 1, 2016 to December 31, 2019

General wage adjustments

The pay rates in Schedule "A" of the collective agreement will be revised to reflect adjustments as follows, with retroactivity to the dates set out:

<u>January 1, 2016</u>	<u>1.5%</u>
<u>January 1, 2017</u>	<u>1.5%</u>
<u>January 1, 2018</u>	<u>2.0%</u>
<u>January 1, 2019</u>	<u>2.0%</u>

Notice of cancellation of past practices/adherence to strict rights under the existing wording of the collective agreement

- i) Cancellation of the compressed work week, and any related LOUs
- ii) Revisions to the recruitment process guideline
- iii) Medical and dental appointments are subject to approvals being sought and obtained.
- iv) Downwards reclassification. In the past, the Employer has red-circled employees at their former rate for two years following a downward reclassification. The collective agreement is silent on this. Going forward, the Employer reserves its full rights under the collective agreement and the practice of red-circling will be discontinued.

Notice of adherence to strict rights under the existing wording of the collective agreement

- i) Article 5.5
- ii) Article 8.1.1

iii) Article 8.4.1

iv) Article 9.2

v) Article 9.3

vi) Article 12.2.6

Any housekeeping edits as required:

Any other housekeeping matters that are non-substantive will be addressed by mutual agreement prior to printing the new collective agreement.

Appendix "A"

The employees listed below shall be offered the opportunity to convert from Part-Time to Posted Part-Time.

Behm, Paul

Dyer, Johnathan

Erickson, Kelly

Fok, Mei

Johnson, Dana

Karasouli-Milobar,
Sophia

Knight, Chelen

Mata, Philip

Messier, Claudia

Paiyizi, Angela

Sum, Kelvin

Wong, Stephen

Fernando Este would be offered an additional four (4) hour shift as a Librarian 1 in Information Services that is compatible with his current part time shifts.

Tina Galanopoulos will be offered an eight (8) hour PT shift in Marketing and Communications as a Graphics Technician that is compatible with her current shifts.

