

2016

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER CITY LIBRARY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE NORTH VANCOUVER CITY LIBRARY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTH VANCOUVER CITY LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for four (4) years from 2016 January 01 to 2019 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

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2016 January 01, all hourly rates of pay which were in effect on 2015 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay which were in effect on 2017 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a), (b), and (c) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. Article 1.2—Written Notice

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 1.2 to read as follows:

- “(a) Written correspondence or notice in accordance with Article 1.1 of this Article shall be deemed to have been validly given to the Board if it is mailed and addressed as follows:

North Vancouver City Library Board
120 West 14th Street
North Vancouver, B.C. V7M 1N9

- (b) Such notice shall be deemed to have been validly given to the Union if it is mailed and addressed as follows:

Canadian Union of Public Employees
Local 389
#255 – 1000 Roosevelt Crescent
North Vancouver, B.C. V7P 1M3”

5. Article 5.11, Section 3 – Changes in Valuation

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following to the end of Article 5.11, Section 3:

“In the event that a position or class of positions is reclassified or revalued, the following shall apply:

- (i) In the event a position or class of positions is reclassified upwards, each incumbent shall receive the new rate for the class in all cases where there exists

a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the lowest step of the pay range that exceeds the incumbent's previous rate. The increment date for each incumbent shall be amended to accord with the effective date of the adjustment.

- (ii) In the event a class of positions is revalued, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the same step of the new pay range that he or she occupied on the old pay range for the class. The increment date for each incumbent shall not be amended.
- (iii) In the event a position or class of positions is reclassified or revalued downwards, the incumbent(s) shall suffer no loss of pay but shall be granted no general increase until the revised rate of pay is reached."

6. Article 7.8—Sick Leave

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Articles 7.8(d) and 7.8(e) to read as follows:

- "(d) An employee whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay to the employee the employee's approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of WorkSafeBC delay prior to accepting the claim, the Employer will advance the full regular salary to the employee until the employee's sick leave, vacation and overtime credits are exhausted. Where WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim."

7. Article 7.15—Extended Health Plan

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.15(b) to read as follows:

- "(b) a vision care option (\$450.00 per person, payable per twenty-four (24) month period);"

8. Regular Part-Time and Regular Full-Time Positions

The Employer and Union agree to meet after the planned organizational review to review whether the reorganization created any opportunities for the creation of Regular Part-Time or Regular Full-Time positions. The Employer and Union agree to complete the discussions by June 30th, 2019.

9. Housekeeping

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) amend the second sentence of Article 2.1 to read as follows:

“All new employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment.”;
- (b) amend Article 7.1(a) so that the first line after “fringe benefits” reads as follows:

“Municipal Pension Plan – in accordance with Municipal Pension Plan Rules;”;
- (c) Insert the words “of the Medical Services, Extended Health, and Dental Plans” after “The compulsory feature” in Article 7.1(b);
- (d) replace “the Workers’ Compensation Board” with “WorkSafeBC” in Article 7.8(d);
- (e) delete Article 7.12(b)(3);
- (f) amend the first sentence of Article 7.12(e)(1) to read as follows:

“For employees who were in receipt of MSP, Dental, EHB, and Life Insurance benefits prior to their maternity and/or parental leave, these benefits shall continue uninterrupted during the period of time the employee is on such leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.”;
- (g) remove the words “annual” and “triennial” from Article 7.13(e);
- (h) delete Article 7.19 and renumber the remaining Articles accordingly;
- (i) amend the second sentence of Article 7.20(a) to read “Benefits for eligible Auxiliary, Regular Part-Time, and Temporary Full-Time Employees shall be in accordance with Article 11(f)(3)” and move this sentence so that it is between the heading “ARTICLE 7: BENEFITS” and the subheading “7.1 Eligibility”;
- (j) remove references to the 1978 Collective Agreement in Article 11(a), and amend Article 11(a)(1-4) to read as follows:
 - “1. Separate pools will be established for seniority purposes, i.e., one or more Regular Seniority Pools and an Auxiliary Seniority Pool.
 - 2. Access to the Regular Seniority Pool will be extended to:

- (a) All Regular Full-Time Employees upon completion of the six (6) month probationary period.
 - (b) All Temporary Full-Time Employees upon completion of the six (6) month probationary period.
 - (c) All Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.
3. Upon qualifying for a Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the first day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time or Regular Part-Time.
4. Access to the Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs (a)(5-9) and (b) inclusive.”;
- (k) delete Article 11(a)(5), and renumber remainder of 11(a) accordingly;
 - (l) delete “premium payment” and “considered to be” from the first sentence of Article 11(f)(1) and 11(f)(5);
 - (m) delete “except the eligibility periods shall be calendar months” from Article 11(f)(3)(b);
 - (n) delete “except it shall be calendar months for regular Part-Time Employees; and” from Article 11(f)(3)(c);
 - (o) replace “WCB” with WorkSafeBC” in Article 11(f)(3)(d);
 - (p) update Schedule “A” to reflect changes in effect when the new Agreement is drafted;
 - (q) delete expired effective dates and related transitional wording;
 - (r) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

10. 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 a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

11. 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.

DATED this 31st day of May, 2018 in the City of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF
EMPLOYER:

“Deb Hutchison Koep”

“Corinne Nichols”

“Darryl Ainsley”

“Harman Sandhu”

BARGAINING REPRESENTATIVES ON BEHALF OF
UNION:

“Cindy McQueen”

“Kathy McMahan”

“Lisa McIvor”

“John Hall”
