

2016

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER DISTRICT PUBLIC 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 PUBLIC LIBRARY (hereinafter called "the Employer"), AGREE TO RECOMMEND AGREE TO THE NORTH VANCOUVER DISTRICT PUBLIC 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 31<sup>st</sup> shall be increased by one and a half percent (1.5%). 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 31<sup>st</sup> shall be increased by one and a half percent (1.5%) 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 31<sup>st</sup> shall be increased by two percent (2%). 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 31<sup>st</sup> shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Article 5.2(d) – Callout**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that Article 5.2(d) be amended to read as follows:

“When an employee receives a telephone call or other communication and is able to resolve the problem without having to report to a worksite, the employee shall be compensated at double time for the time actually worked rounded to the nearest quarter (1/4) hour with a minimum payment of one-quarter (1/4) hour.”

5. **New Article 6.6(e) – Reclassification or Revaluation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 6.6(e) to read as follows:

- “(1) 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.
- (2) 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.
- (3) 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 7.1(a) – Posting Vacancies**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.1(a) to read as follows:

- “(a) Before permanently filling any vacant regular full-time or regular part-time positions of twenty (20) or more weekly hours, the Employer shall post the notice for seven (7) calendar days on the Employer’s intranet (or equivalent) and send the notice to the Union. Notwithstanding the forgoing, the Employer may for any reason refrain from filling any position which becomes vacant or may defer making an appointment if all applicants fail to meet the requirements of the position.”

7. **Article 8.3 – Benefits for Regular Full-Time Employees**

The Employer and the Union agree that, as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Care Plan (the “Plan”) and to amend Article 8.3 as follows:

- (a) Amend Article 8.3(b)(2)(b) to read as follows:

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

- (b) Amend the first clause of Article 8.3(b)(2)(e) to read as follows:

“massage practitioner and physiotherapist services to a combined maximum of \$700.00 per calendar year;”

8. **Article 8.7(a) – Family Illness**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 8.7(a) to read as follows:

- “(a) Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee’s immediate Supervisor, to use up to four (4) accumulated sick leave days per calendar year for this purpose.”

9. **Housekeeping**

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

- (a) amend Article 2.1 to eliminate the words “hired on or after February 28, 2008”;

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NORTH VANCOUVER PUBLIC LIBRARY – CUPE 389 (Cont'd)

- (b) amend Article 9.2(c) to read as follows:

“Up to 1/3 of the current year’s vacation entitlement may be carried forward without the approval of the Director of Library Services.”
- (c) amend Article 10.1(b) by replacing the words “Greater Vancouver Regional District” with “Metro Vancouver Regional District”;
- (d) amend Article 10.3(a)(1)(b) by replacing the word “father of the child” with “non-birth parent”;
- (e) amend Article 10.3(a)(2) by replacing the title “Birth Father and Adoptive Parent” with the words “Non-Birth Mother Parent” and replace the first sentence with the following words:

“An employee who is a parent but is not the birth mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay.”
- (f) amend Article 10.3(f)(2) by replacing the words “birth fathers” with “parents who are not the birth mother”;
- (g) amend Article 10.3(f)(4)(a) by eliminating all of the words that follow “six (6) weeks”;
- (h) amend Article 10.4(d) by deleting the words “annual” and “triennial”;
- (i) amend Schedule “A” of the Collective Agreement as follows:
  - (i) remove reference to class title “Assistant Branch Manager/Children’s Librarian” and remove reference to it in Article 6.4 by amending Article 6.4(b) to read as follows:

“This provision is not applicable to the classifications of Senior Circulation Assistant where the value of the classification takes into account the requirement to act in the absence of a superior. Where a Circulation Supervisor is absent for more than sixty (60) consecutive calendar days, the Senior Circulation Assistant shall be paid acting pay as per paragraph (a) for the entire period.”;
  - (ii) remove reference to class title “Collections Coordinator”;
  - (iii) replace reference to class title “Library Assistant 3 – Technical Services” with “Library Assistant 3 – Collection Services”;
  - (iv) replace reference to class title “Technical Services Technician” with “Collection Services Technician”; and
  - (v) insert the class title “Branch Coordinator” at PG 24
- (j) delete “A. Campbell” from Schedule “B”;

- (k) remove all unnecessary effective dates from prior collective agreement implementations; and
- (l) any other housekeeping amendments mutually agreed to 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 ninety (90) calendar days from the date on which the Memorandum of Agreement is signed.

Signed this 5th day of July, 2017 in the District of North Vancouver.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

“Jacqueline Van Dyk”

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“Chris Gonev”

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“Jason Johnson”

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“Darryl Ainsley”

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“Bill Duvall”

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BARGAINING REPRESENTATIVES FOR THE UNION:

“Cindy McQueen”

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“Kathy McMahon”

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“Hermila Gallaher”

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“Sung Wong”

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