

2016

MEMORANDUM OF AGREEMENT

between the

RICHMOND PUBLIC LIBRARY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3966
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE RICHMOND PUBLIC LIBRARY BOARD (hereinafter "the Employer"), AGREE TO RECOMMEND TO THE RICHMOND PUBLIC LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3966 (hereinafter "the Union"), AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter 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. **Article 1 – 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. **Wage Increases**

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

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

- (ii) Effective 2017 January 01, all hourly rates of pay that were in effect on 2016 December 31 shall be increased by one and one half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (iii) Effective 2018 January 01, all hourly rates of pay that were in effect on 2017 December 31 shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (iv) Effective 2019 January 01, all hourly rates of pay that were in effect on 2018 December 31 shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Article 10.3 – Calculation of Seniority – Regular Full-Time and Regular Part-Time Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.3 to read as follows:

“Seniority for Regular Full-Time Employees and Regular Part-Time Employees shall be calculated on the accumulation of straight-time hours from the last date upon which the employee commenced regular employment with the Employer. Auxiliary hours performed after January 1, 2016 will be used in the calculation of seniority for Regular Full-Time and Regular Part-Time Employees.”

5. **Article 10.4 – Probationary Period**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.4 to read as follows:

- (a) Newly hired Regular Full-Time Employees and Regular Part-Time Employees shall be considered to be on a probationary basis up to the completion of six (6) months' satisfactory employment. For Regular Part-Time Employees, the probationary period shall be the same number of hours as a full-time employee would work during the applicable six (6) month time period.
- (b) The probationary period shall be for the purpose of determining an employee's suitability for regular employment. During the probationary period employees shall be entitled to all rights and privileges of the applicable provisions of the Collective Agreement.
- (c) Where a Regular Full-Time probationary employee is absent for more than ten (10) working days or where a Regular Part-Time probationary employee is absent for more than seventy (70) hours during the probationary period described in paragraph (a) above, the probationary period may be extended at the discretion of the Employer for no more than the number of days or hours absent.

- (d) With the agreement of the Union and where the Employer has not yet been able to determine the suitability of the employee, the probationary period described in paragraph (a) above may be extended a further period not exceeding sixty (60) calendar days, and in such event the employee and the Union shall be notified in writing of such extension.
- (e) After the completion of the probationary period, seniority shall be effective from the original date of hire as a Regular Full-Time or Regular Part-Time Employee.”

6. **Article 10.12 – Transfers and Seniority Outside Bargaining Unit**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.12 to read as follows:

“No employee shall be transferred to a position outside the bargaining unit without the employee’s consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain for two (2) years the seniority acquired up to the date of leaving the bargaining unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit within the two (2) years, the employee shall be placed in a job consistent with the employee’s seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority. Two (2) years after leaving the bargaining unit the employee shall lose all seniority rights.”

7. **Article 11.1(a) – Job Postings**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.1(a) to read as follows:

“(a) When a vacancy occurs or a new position is created for Regular Full-Time Employees and Regular Part-Time Employees, the Employer shall send the posting to all employees and the Union and shall post electronically for at least seven (7) calendar days.”

8. **Article 10.5 – Auxiliary Assessment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 10.5 and to renumber subsequent articles accordingly.

9. **Article 13.7 – Shift Premium**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.7 to read as follows:

“A shift premium of one dollar (\$1.00) per hour shall be paid for all regular hours worked outside the hours of 7:00 a.m. to 6:00 p.m. provided that where the majority of an employee’s regular hours fall outside the period described above, the shift premium shall apply to all hours worked during the entire shift.”

10. **Article 13.10 – Auxiliary Employment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.10 by numbering the first existing paragraph as “(a)”, the second existing paragraph as “(b)”, and creating a third paragraph to read as follows:

“(c) Auxiliary Employees who do not work a shift for the Employer during a consecutive six (6) month period of time shall be removed from the Auxiliary Employee list except if such employees are on approved leave.”

11. **Article 15.4(a) – Vacation Scheduling**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15.4 to read as follows:

“(a) Requests by Regular Full-Time Employees or Regular Part-Time Employees for annual vacations that commence between January 1st and March 31st shall be submitted on or before November 1st of the preceding calendar year, and the Employer shall approve the scheduling of the annual vacations on or before November 30th.

(b) Requests by Regular Full-Time Employees or Regular Part-Time Employees for annual vacations that commence between April 1st and December 31st shall be submitted on or before January 15th of that calendar year and the Employer shall approve the scheduling of this annual vacation on or before February 15th.

(c) Where a Regular Full-Time Employee or Regular Part-Time Employee has made arrangements for annual vacation which has been approved by the Employer and subsequently such Regular Full-Time Employee or Regular Part-Time Employee is required by the Employer due to emergent conditions to change or interrupt such vacation, then the employee shall be entitled to have the vacation day(s) replaced and in addition the employee shall receive 2X their rate of pay for the time spent performing the work with a minimum of three and one-half (3.5) hours at double time.”

12. **Article 17.5 – Short Term Sick Leave Plan**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 17.5(c).

13. **Article 19.3 – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 19.3 to read as follows:

- “(a) An employee shall be granted a total of three (3) regularly scheduled work days’ leave, within a thirty (30) day period, without loss of salary or wages, in the case of death or serious illness of a parent, step-parent, spouse (including same sex partner), brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents.
- (b) Any employee who qualifies for Bereavement Leave under Article 19.3(a) and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within Metro Vancouver, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.”

14. **Article 22 – Employee Benefits**

While not to be included in the Collective Agreement, the Employer and the Union agree that effective the date of ratification of the Memorandum of Agreement, the Employer shall instruct the benefits carrier to amend the Extended Health Care Plan (the “Plan”) as follows:

- (a) Amend the Plan so that in cases where an eligible drug can be substituted with a generic drug, the Plan shall reimburse the price of the generic drug unless the employee’s physician indicates “no substitution” on the prescription.
- (b) Introduce a maximum dispensing fee cap of \$13.00 per prescription.
- (c) Increase orthotics and repairs combined from a \$200.00 to a \$300.00 cumulative year maximum.

15. **Article 22.2 – Group Medical, Dental and Insurance Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 22.2(a)(1) to read as follows:

- “(1) Medical and Surgical Benefits through the B.C. Medical Plan, inclusive of Extended Health Benefits.

The Extended Health Benefits Plan includes, among other benefits, coverage for eye exams to a maximum payable of \$100.00 per person in a two (2) calendar year period and coverage for vision care to a maximum payable of \$500.00 per person in a two (2) calendar year period. The Plan has an annual deductible of \$125.00. The provision of benefits shall be subject to the provisions of the Plan.”

16. **Article 30 – Sexual Harassment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to re-title and amend Article 30 to read as follows:

“Individual Rights Protection

The Employer and the Union are fully supportive of their respective responsibilities under the applicable provincial legislation respecting Human Rights and related Employer policies and procedures. Nothing in this Article impedes the right of the Employer to manage its business and the Union recognizes the right of the Employer to implement and administer policies and/or administrative procedures pertaining to safeguarding the workforce.”

17. **Schedule “A”**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule “A”, “NOTES”, paragraph “c” to read as follows:

“(c) Regular Part-Time and Auxiliary Employees are eligible for advancement from one step (increment) to the next upon completing the equivalent number of hours of work as required of Regular Full-Time Employees to be eligible for an increment.”

18. **Housekeeping**

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

- (a) amend Article 4(a) to include “Manager of Information Technology”;
- (b) delete Article 10.8(a), renumber Article 10.8(b) as “10.8”, and re-number the current sub-provisions found in Article 10.8(b) as sub-provisions “(a)” through “(e)”;
- (c) amend Article 10.8(b)(5) to read as follows:
 - “(5) is laid off for a period longer than the applicable seniority retention period as set out in Article 10.7 (a) and (b);”
- (d) amend Article 11.5 to read as follows:
 - “When a position held by a Regular Part-time Employee or Temporary Part-time Employee is increased in hours it shall not become a new position and the incumbent shall accept the position of the total hours.”
- (e) amend Article 15.7 to delete the following words and punctuation: “Unbroken Vacation Period: - ”

- (f) amend Article 17.1 to read as follows:

“Employees shall notify their respective Department Head or Supervisor or designate at least two (2) hours prior to the commencement of their scheduled shift that sick leave is being used;”

- (g) delete Article 19.7(b)(3);

- (h) amend Article 19.7(e)(2) to read as follows:

“Pension contributions will cease during the period of the leave. Employees may make arrangements to pay the contributions on return from the leave in accordance with the Municipal Pension Plan rules;”

- (i) amend Article 20.12 to read as follows:

“Article 20.12 – Mileage

Mileage will be reimbursed according to the City of Richmond Expense Reimbursement Procedure (Appendix 2 of the Board Manual). Current mileage rates are available from Library Administration;”

- (j) amend Article 23.3 to delete reference to the Health and Safety Committee sending its minutes to WorkSafeBC;

- (k) amend Article 29.3 to read as follows:

“Article 29.3 – Union Orientation Meeting

A representative of the Union shall be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the responsibilities and obligations to the Employer and the Union;”

- (l) remove all unnecessary effective dates from prior collective agreement implementations; and

- (m) any other housekeeping amendments mutually agreed to during the drafting of the new collective agreement.

19. **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.

20. **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 13 day of March, 2018 in the City of Richmond, BC.

BARGAINING REPRESENTATIVES ON BEHALF OF
EMPLOYER:

"Susan Walter"

"Darryl Ainsley"

"Bill Duvall"

BARGAINING REPRESENTATIVES ON BEHALF OF
UNION:

"Zoe Magnus"

"Katherine Adams"

"Jennifer Wong"

"Nancy Ma"