

2016

MEMORANDUM OF AGREEMENT

between the

COQUITLAM PUBLIC LIBRARY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561  
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2020 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 five (5) years, from 2016 January 01 to 2020 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. **Wages**

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 shall be increased by one and one-half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

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COQUITLAM PUBLIC LIBRARY – CUPE 561 (Cont'd)

- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31 shall be increased by one and one-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 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 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2020 January 01, all hourly rates of pay which were in effect on 2019 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (f) Retroactive payments will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Article 3 – Employee Definitions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the definition of Practicum Work in Article 3 to read as follows:

“Practicum Work

- (a) The Board and the Union agree that it is important to provide unpaid work opportunities to a post-secondary student(s) in order to assist the student(s) in obtaining practical work experience in a library setting, where this is part of the post-secondary educational program of the student(s) (the “Practicum Student(s)”).
- (b) The Board may, at its sole discretion, provide work for up to four (4) Practicum Student(s) per year. The number of Practicum Students may be increased by mutual agreement between the Board and the Union.
- (c) Practicum Students may perform work in a supernumerary capacity.
- (d) Practicum Student(s) will not be paid, nor will they be entitled to any rights or benefits under the Collective Agreement.”

5. **Article 5 – Hours of Work**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Articles 5.1 and 5.2 to read as follows:

“5.1 Schedule

The hours of work will be posted and shall be as follows:

- 5.1.1 Regular working hours, except as otherwise noted, shall not exceed seven (7) hours per day, thirty-five (35) hours per week, five (5) consecutive days per week. Regular working hours for the Maintenance/Driver shall not exceed eight (8) hours per day, forty (40) hours per week, five (5) consecutive days per week – Monday to Saturday. Employees shall have two (2) consecutive days off except when required to change shift schedules.
- 5.1.2 An employee's regular shift schedule may not be changed without such employee being provided ten (10) working days' notice of any such change.
- 5.1.3 Day Shift shall be between 6:00 a.m. and 6:00 p.m.  
Afternoon Shift shall be between 12:00 noon and 10:00 p.m.
- 5.1.4 The Board will provide the Union ten (10) working days' notice of the work schedules of the Library for both Christmas Eve and New Year's Eve.
- 5.1.5 The Board shall not schedule employees to work on a Sunday that falls between Boxing Day and New Year's Day.
- 5.1.6 No regular employee shall be required to work both Saturday and Sunday unless the employee agrees otherwise. No more than four (4) regular employees may agree to regular working hours that include both Saturday and Sunday.
- 5.1.7 The regular hours of work for employees working on Sunday shall be between 9:30 a.m. and 5:30 p.m. provided however that employees hired prior to 1996 April 23 shall not be required to work more than five (5) hours on a Sunday.
- 5.1.8 Employees shall be paid an additional two dollars and fifty cents (\$2.50)/hour for all hours worked on a Sunday.
- 5.1.9 The work schedule for Regular Full-Time Employees working on Sundays shall be based on the following:
  - (1) The work schedule shall allow employees to work up to eight and one-half (8½) hours at straight time on Monday to Saturday workdays for the purpose of Sunday staffing only.

(2) The schedule shall average seventy (70) hours pay bi-weekly.

5.1.10 In the event the Board elects to discontinue providing Library Services on Sundays at any or all branches, it shall provide the Union with a minimum of four (4) weeks' written notice.

5.1.11 Regular Part-Time Employees who miss a shift as a result of a closure on a public holiday or on a Sunday shall be given priority for a casual shift to make up for each lost shift wherever possible. These casual shifts will not trigger payment of overtime."

6. **Article 7.1(e) – Seniority**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following to the list of absences during which seniority accrues:

"(ix) while on EI Sick Leave and EI Compassionate Leave."

7. **Article 7.1 – Seniority**

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

"A seniority list calculated on the basis of the factors set out above, shall be provided to the Union within the month following January 01 and July 01 each year. The seniority list will be available to the Union and to employees on the Employer's Intranet."

8. **Article 7.2.1 – Promotions and Transfers**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.2.1 to read as follows:

"In making promotions, demotions or transfers, the required knowledge, ability and skills for the positions shall be the primary consideration.

Where two or more applicants are equally capable of fulfilling the duties of the position, seniority shall be the determining factor provided always that current service employees shall be given preference over any other type of applicants.

The Union shall be advised in writing of the name(s) of employees who are promoted, demoted, or transferred within three (3) days of official appointment to the position."

9. **Article 7.2.2 – Promotions and Transfers**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.2.2 to read as follows:

“If a regular employee is promoted or transferred to a different classification for which the Union is the certified bargaining authority, then the promoted or transferred employee shall be considered an employee "on-trial" for a period of sixty (60) working days exclusive of holidays, leaves of absence and illness. Employees who are serving a trial period shall not be entitled to apply for posted positions, except where the posted position is for a higher paying classification than the employee currently holds, or where the posted position is in the same classification that the employee currently holds but has a weekly schedule of core hours that is greater than the weekly schedule of core hours for the position the employee currently holds.

If agreed between the parties, the trial period may be extended a further period not exceeding sixty (60) working days, and in such event the employee and the Union shall be notified in writing of such extension.”

10. **Article 7.4 – Layoff**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the second paragraph of Article 7.4 to read as follows:

“In the event of layoffs not exceeding the period of one year, the Board agrees that it will offer employment to employees affected by such layoffs prior to engaging any new employees for similar work. When a former employee is subsequently re-employed on permanent staff within one year, she shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service. The Union will be notified when a former employee is re-employed on permanent staff.”

11. **Article 7.5 – Notice of Layoff**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.5 to read as follows:

“The Board will give Regular Full-Time and Regular Part-Time Employees one (1) month's notice or one (1) month's pay in lieu of notice, when an employee is laid off.

The Employer will notify the Union when it issues notice of layoff to an employee.”

12. **Article 7.6 – Dismissal**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new paragraph to the end of Article 7.6 to read as follows:

“The Union will be notified when an employee’s employment is terminated for any reason.”

13. **Article 8.2 – Sick Leave Substitution**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 8.2 to read as follows:

“Sick leave may be substituted for vacation where it can be established as provided in Article 9.5.5, by the employee that an illness or accident occurred while she was on vacation. Such sick leave substitution will only apply to sick periods in excess of three (3) days.

The unused portion of the vacation entitlement shall be taken at another time mutually agreeable to the Board and the employee.”

14. **Article 8.6 – Vacation Pay**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 8.6.

15. **Article 8.9.4 – Vacation Time Entitlement**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 8.9.4.

16. **Article 9 – Employee Benefits**

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

- (a) Amend the Plan to reimburse drug expenses based on mandatory generic pricing, except where the employee’s physician provides confirmation of no generic substitution on the prescription.
- (b) Introduce a maximum dispensing fee of \$12 per prescription.

17. **Article 9.1 – Medical Services Plan and Extended Health Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.1 to read as follows:

“Subject to the eligibility provisions of the Plans, all Regular Full-Time Employees shall, effective the first day of the month following completion of three (3) months of continuous service, be enrolled in the Medical and Extended Health Benefit Plans. The Board shall pay 75% of the premium and the employee shall pay 25%. The Extended Health Benefit Plan has an annual deductible of \$100.00, a lifetime maximum of \$1,000,000 per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- 9.1.1 eye exams to a maximum payable of one hundred dollars (\$100) payable every twenty-four (24) months;
- 9.1.2 vision care (five hundred dollars (\$500) maximum payable per person in a 24-month period);
- 9.1.3 hearing aid (one thousand dollars (\$1000) every sixty (60) months);
- 9.1.4 orthotics to a maximum payable of four hundred dollars (\$400) every twenty-four (24) months;
- 9.1.5 clinical psychologist and registered clinical counsellor (seven hundred dollars (\$700) maximum payable per person in a calendar year);

all subject to the provisions of the Plan.

In the event that an employee is absent on sick leave beyond his accumulated sick leave credit, the employee shall be covered by M.S.P. and E.H.B. for a period not exceeding six (6) months. M.S.P. and E.H.B. premiums on behalf of such employees during such period shall be paid 45% by the Union and 55% by the Board.”

18. **Article 9.5.7 – Family Illness**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.5.7 to read as follows:

“Family Illness

Where no one other than the employee can provide for the needs of the employee’s spouse, child or parent during an illness, an employee, upon approval of the Director or designates, may be granted up to five (5) accumulated sick leave days per year for this purpose.

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein."

19. **Article 9.5.8 – Medical Appointments**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.5.8 to read as follows:

"A Regular Full-Time Employee will be permitted to use up to seven (7) hours per year from the employee's sick bank to cover absences resulting from attendance at one or more medical appointments where the employee is unable to schedule the medical appointment outside of the employee's hours of work. Employees may request permission to use additional hours of sick time from the employee's sick bank to cover absences in the above circumstances. Such requests will not be unreasonably denied."

20. **Article 9.9.3 – On-Call and Regular Part-Time Employee Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.9.3 to read as follows:

"An On-Call or Regular Part-Time Employee who works on a public holiday will be paid two dollars and fifty cents (\$2.50) for each hour worked on a public holiday in addition to straight-time rates for the normal daily hours and normal overtime rates for any hours worked in excess of normal daily or weekly hours. An On-Call or Regular Part-Time Employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday."

21. **Article 10.3.1 – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.3.1 to read as follows:

"An employee shall be granted a maximum of four (4) days' leave, without loss of wages, in the case of the death of a direct relative in the family. Direct relative shall be defined as spouse (including common-law spouse and same sex partner), sibling, step-sibling, sibling-in-law, parent, step-parent, parent-in-law, grandparent, child, step-child, ward, grandchild, or any other relative living in the employee's household."

22. **Article 10.5.3 – Leave of Absence – Union Representation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.5.3 to read as follows:

"Upon application to, and with the permission of the Executive Director in each specific case, official representatives of the Union may be granted leave of absence without pay



for the purpose of attending workshops, seminars, conferences or conventions of the Union and its affiliates; provided not more than three (3) Union representatives shall be granted leave at any one time.”

23. **Article 10.5.5 – Leave of Absence – Union Representation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.5.5 to read as follows:

“Up to two (2) official representatives of the Union shall be granted leave of absence with pay for the purpose of collective bargaining with the Board. The Union shall inform the Executive Director of its representatives at least three (3) weeks prior to the scheduling of bargaining dates. With the permission of the Executive Director an additional two (2) official representatives of the Union may be granted leave of absence without pay for the purpose of collective bargaining with the Board.”

24. **Article 13.6 – Personnel Records**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.6 to read as follows:

“13.6.1 An employee shall be given a copy of any document placed in the employee's 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 Article 11. The Board agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.

13.6.2 Employees shall, on request of the employee, be granted the opportunity to review the contents of their personnel file. An employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Director or designate. After reviewing the contents of their personnel file, employees may request photocopies of specific documents. Such requests will not unreasonably be denied.”

25. **Article 13.12 – Union Representation (New)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 13.12 to read as follows:

“In the event that an employee is required to attend a meeting where discipline may be imposed, the employee shall be informed of his/her right to have an authorized Union representative present. If the employee does not choose to have a Union representative present, this shall not constitute a basis for challenging any discipline imposed.”

26. **Article 13.13 – Union Label (New)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 13.13 to read as follows:

“Employees may be permitted to wear Union pins and badges provided such pins or badges are approved by the Employer. Such approval shall not be unreasonably denied. The building of the Employer may bear the Union Label provided such is approved by the Employer.”

27. **Letter of Understanding – Posting & Selection Process – Informational Posting Opportunity and Temporary Posting Opportunity**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renew the Letter of Understanding titled “Posting & Selection Process – Informational Posting Opportunity and Temporary Posting Opportunity” as set out in Appendix A of the Memorandum of Agreement. This Letter of Understanding will not be included in the Collective Agreement.

28. **Letter of Understanding – Hours of Work (Computer/Systems Positions)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renew the Letter of Understanding titled “Hours of Work (Computer/Systems Positions)” as set out in Appendix B of the Memorandum of Agreement. This Letter of Understanding will not be included in the Collective Agreement.

29. **Housekeeping**

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

(a) amend the second paragraph of Article 2.2 as follows:

“All future employees of the Board who are covered by the terms and conditions of the Collective Agreement shall as a condition of continuing employment with the Board become and remain members in good standing in the Union not later than one month after commencing employment with the Board.”;

(b) delete “Board and the Union agree that the” from items (b) and (d) under the heading “Practicum Work” in Article 3;

(c) delete “hired after 1980 September 01” from Article 5.2.1(2);

(d) delete “Monday to Saturday” and “Monday to Friday or Tuesday to Saturday” from Article 5.1.1;

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- (e) delete the paragraph in Article 6.9 that refers to acting for the Director;
- (f) delete “(provided the employee would have been working on the date(s) of the absence but for the bereavement leave)” from Article 7.1(e)(v);
- (g) delete “(provided the employee would have been working on the date(s) of the absence)” from Article 7.1(e)(vii);
- (h) replace “on notice boards in Library Branches” with “electronically” in Article 7.3;
- (i) delete “or Regular Part-Time” from Article 8.8;
- (j) delete Article 10.3.4;
- (k) amend Article 13.1.5 to read as follows:  
  
“Minutes of Meetings – Minutes of each meeting of the Committee shall be prepared by a secretary appointed by the Board and agreed to by the Chairperson and Vice-Chairperson as promptly as possible after the close of the meeting. All Committee members, the Library Division Union Chairperson and Union Secretary shall receive an agreed to copy of the minutes within ten (10) days following the meeting. A copy of the minutes shall be distributed electronically.”;
- (l) delete Article 13.7 – Handicapped Workers;
- (m) delete expired effective dates wherever they occur; and
- (n) any other housekeeping changes agreed to during the drafting of the Collective Agreement.

30. **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.

31. **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.

Signed this 14 day of June, 2017.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

\_\_\_\_\_  
"Todd Gnissios"

\_\_\_\_\_  
"Anthea Goffe"

\_\_\_\_\_  
"Maryn Ashdown"

\_\_\_\_\_  
"Aubrie McQueen"

\_\_\_\_\_  
"Silvana Harwood"

\_\_\_\_\_  
"Nicole Parisi"

\_\_\_\_\_  
"Darryl Ainsley"

BARGAINING REPRESENTATIVES FOR CUPE LOCAL 389:

\_\_\_\_\_  
"Allison Hardman"

\_\_\_\_\_  
"Kathleen Wyatt"

\_\_\_\_\_  
"Robyn Rees"

\_\_\_\_\_  
"Halina Feslko"

\_\_\_\_\_  
"Sung Wong"

This is the Appendix A referred to in item #27 of this Memorandum of Agreement.

This Letter of Understanding is not part of the Collective Agreement but is included here for reference purposes only.

LETTER OF UNDERSTANDING

between the

COQUITLAM PUBLIC LIBRARY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561  
(hereinafter called "the Union")

POSTING & SELECTION PROCESS – INFORMATIONAL POSTING OPPORTUNITY AND TEMPORARY POSTING OPPORTUNITY

The Employer and the Union agree that effective the date of ratification of the Memorandum of Agreement renewing the 2007-2011 Collective Agreement, the following provisions will apply in situations where the Employer chooses to post temporary work opportunities:

1. Where the Employer chooses to post temporary work opportunities, the work opportunities will be posted as either an Informational Posting Opportunity ("IPO") or a Temporary Posting Opportunity ("TPO").
2. An IPO will be utilized where the Employer anticipates at the time of posting that the temporary work opportunity will be four (4) months or less and a TPO will be utilized where the Employer anticipates at the time of posting that the temporary work opportunity will be more than four (4) months. The parties acknowledge, however, that the length of the IPO or TPO could vary from what was anticipated. Where an IPO exceeds four (4) months there is not a requirement to repost the work opportunity.
3. IPOs and TPOs are open to Regular Full-Time Employees, Regular Part-Time Employees, and On-Call Employees unless:
  - (i) the employee has been awarded, or is currently in, another IPO or TPO;
  - (ii) a Regular Full-Time Employee or Regular Part-Time Employee has been in their current Regular Full-Time position or Regular Part-Time position for less than six (6) months; or

- (iii) the IPO or the TPO would result in the Regular Full-Time Employee or Regular Part-Time Employee being paid at the same pay grade/hourly rate unless:
- the IPO or TPO is for work in a classification that is different from the classification of the employee's permanent position; or
  - the IPO or TPO would result in a Regular Part-Time Employee obtaining a position with a greater number of core hours per week than the core hours of the Regular Part-Time Employee's current position, if the Regular Part-Time Employee was successful in obtaining the position.
4. An employee in an IPO or TPO may apply for a permanent position while in the IPO or TPO but, if successful in the competition for the permanent position, the employee will be required to complete the term of IPO or TPO prior to commencing the permanent position.
5. IPOs and TPOs will be posted on Coquitlam Public Library notice boards for a period of seven (7) calendar days.
6. The posting for IPOs and TPOs will specify the required knowledge, ability, skills, the hours of work, pay grade or hourly rate, and the anticipated start and end date of the IPO or TPO.
7. In determining who will be selected for the IPO or the TPO, the required knowledge, ability and skills for the IPO or the TPO shall be the primary consideration. Where the knowledge, ability and skills of two or more applicants are equal, seniority shall be the determining factor. The Union will be advised in writing of the name of the person selected for the IPO or TPO within three (3) days of the selected person accepting the offer of the IPO or the TPO.
8. A Regular Part-Time Employee who is selected for an IPO or a TPO and who, at the time of selection for the IPO or the TPO, is not already enrolled in the benefits plans in accordance with Article 9.2.2 of the Collective Agreement, will continue to receive pay in lieu of benefits and will not be entitled to be enrolled in the benefits plans or be entitled to any other paid benefits (sick leave, vacation, statutory holiday etc.) contained in the Collective Agreement.
9. A Regular Part-Time Employee who is selected for an IPO or a TPO and who, at the time of selection for the IPO or the TPO, is already enrolled in the benefits plans in accordance with Article 9.2.2 of the Collective Agreement, will continue to be enrolled in the benefits plan for the duration of the IPO or TPO notwithstanding any contrary provisions in the Collective Agreement.
10. A Regular Full-Time Employee who is selected for an IPO or a TPO that is less than full-time will continue to be enrolled in the benefits plan for the duration of the IPO or TPO.
11. An On-Call Employee who is selected for an IPO or TPO will remain an On-Call Employee and will not be entitled to any benefits or any additional pay in lieu of benefits as a result of obtaining an IPO or TPO and will continue to receive pay in lieu of benefits pursuant to Article 9.9.1 of the Collective Agreement.

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COQUITLAM PUBLIC LIBRARY – CUPE 561 (Cont'd)

12. This Letter of Understanding will expire on 2015 December 31 unless the Union and the Employer agree, in writing, to extend this Letter of Understanding.

Signed this 14 day of June, 2017.

ON BEHALF OF THE EMPLOYER:

“Todd Gniossios”  
\_\_\_\_\_

ON BEHALF OF THE UNION:

“Allison Hardman”  
\_\_\_\_\_

This is the Appendix B referred to in item #28 of this Memorandum of Agreement.

This Letter of Understanding is not part of the Collective Agreement but is included here for reference purposes only.

LETTER OF UNDERSTANDING

between the

COQUITLAM PUBLIC LIBRARY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561  
(hereinafter called "the Union")

HOURS OF WORK (COMPUTER/SYSTEMS POSITIONS)

The Employer and the Union agree that it is beneficial to the Employer and the employees who work in the Systems Technician and Network Support Analyst positions to have flexible hours of work. As a result the parties agree that the hours of work and overtime provisions of the Collective Agreement do not apply for these positions; instead, the following provisions will apply:

1. A full-time employee shall work one hundred and forty (140) hours in each four (4) week period (two (2) pay periods).
2. The employee shall be entitled to at least eight (8) days off during each four (4) week period, exclusive of vacation and other approved leaves.
3. Where a public holiday occurs during the four (4) week schedule, the employee will be entitled to one (1) extra day off during the four (4) week period which would count as seven (7) hours towards the one hundred and forty (140) hour total.
4. Scheduling of the specific hours of work in each day, and the days off in each four (4) week period, shall be done by the employee in conjunction with the employee's supervisor, or in the supervisor's absence, the Director.
5. Where an employee is required to work in excess of one hundred and forty (140) hours in the four (4) week period, the employee will be paid overtime as follows:
  - (a) at one and one-half times (1.5X) the regular rate of pay for the first twenty (20) hours worked in excess of one hundred and forty (140) hours; and



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- (b) at two times (2X) the rate of pay for all hours in excess of one hundred and sixty (160) hours in the four (4) week pay period.
- 6. Overtime may be taken as time off with pay rather than as pay, with the approval of the Director.
- 7. Pay for vacation, sick leave and other leaves will be based on a 7-hour day.

This Letter of Understanding will remain in effect until the [expiry of the Collective Agreement that renews the 2012-2015 Collective Agreement], unless cancelled by either party on six (6) months’ written notice to the other party.

Signed this 14 day of June, 2017.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

\_\_\_\_\_  
“Todd Gnissios”  
\_\_\_\_\_  
“Anthea Goffe”  
\_\_\_\_\_  
“Maryn Ashdown”  
\_\_\_\_\_  
“Aubrie McQueen”  
\_\_\_\_\_  
“Silvana Harwood”  
\_\_\_\_\_  
“Nicole Parisi”  
\_\_\_\_\_  
“Darryl Ainsley”  
\_\_\_\_\_

BARGAINING REPRESENTATIVES FOR CUPE LOCAL 389:

\_\_\_\_\_  
“Allison Hardman”  
\_\_\_\_\_  
“Kathleen Wyatt”  
\_\_\_\_\_  
“Robyn Rees”  
\_\_\_\_\_  
“Halina Feslko”  
\_\_\_\_\_  
“Sung Wong”  
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