

OCTOBER 20, 2021

2021

MEMORANDUM OF AGREEMENT

between the

WEST VANCOUVER MEMORIAL LIBRARY BOARD
(hereinafter called "the Employer")

and the

WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION
(hereinafter called "the Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE WEST VANCOUVER MEMORIAL LIBRARY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE WEST VANCOUVER MEMORIAL LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION (hereinafter "the Association") AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2021 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2017 – 2020 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be effective for two (2) years from 2021 January 01 to 2022 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 Increase**

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

- (a) Effective 2021 January 01, all hourly rates of pay which were in effect on 2020 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2022 January 01, all hourly rates of pay which were in effect on 2021 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Article 9.02 – Extended Health Benefits**

While not to be included in the new Collective Agreement and effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer shall instruct the benefits carrier to amend the Extended Health Care Benefit plan to increase coverage for psychological services will be increased from \$500 to \$1000 per annum.

5. **Article 10.03 Pregnancy and Parental Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Association agree to amend Article 10.03 to read as follows:

“(a) **Length of Leave**

(i) *Birth Parent:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Pregnancy Leave and up to sixty-one (61) consecutive weeks of Parental Leave, all without pay.

Pregnancy Leave can begin up to thirteen (13) weeks before the expected birth date. Parental Leave must immediately follow the Pregnancy Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Pregnancy Leave is entitled to sixty-two (62) weeks of Parental Leave, taken within seventy-eight (78) weeks of the birth of a child, and cannot be parceled into separate periods.

(ii) *Non-Birth Parent and Adoptive Parent:*

An Employee who is not entitled to pregnancy leave and is the non-birth or adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of Parental Leave without pay. The Employee shall take the leave within seventy-eight (78) weeks of the child's birth or the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

(iii) *Extensions – Special Circumstances:*

An Employee shall be entitled to extend the Pregnancy Leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the Employee as unable to work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks' leave without pay beginning immediately after the end of the Parental Leave.

(iv) The maximum combined period for EI benefits for an Employee wishing to claim Pregnancy and Parental Leave, shall be seventy-eight (78) weeks (including a waiting period). Please refer to Employment Insurance Pregnancy, Parental and Sickness Benefits for more details."

6. **Article 10.04 Adoption Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Association agree to amend Article 10.04 Adoption Leave to read as follows:

- “(a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 10.03(a)(ii), (b)(vi), (c), (e), and (f).
- (b) Maximum period of Parental Leave for the purposes of adoption is sixty-two (62) weeks.
- (c) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age. In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period.”

7. **Article 10.06 Employment Insurance Compassionate Care Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Association agree to amend Article 10.06 to read as follows:

“Employees who meet the criteria of the Employment Insurance Compassionate Care Benefits program – family member is gravely ill with a significant risk of death within twenty-six (26) weeks and employee wishes to provide care to that individual – may request a leave of absence without pay for the twenty-six (26) week period they are receiving EICC benefits through Employment Insurance (including the waiting period). For an EICC leave, Employees are not expected to use vacation entitlements before being granted the unpaid leave. Such leave requests will not be unreasonably denied.

Once EICC leave has concluded, if Employees require additional time to care for the same family member, they may request additional time off to be covered by either earned banks or leave without pay. Such leave requests will not be unreasonably denied.”

8. **Article 10.07 Domestic or Sexual Violence Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Association agree to add Article 10.07 Domestic or Sexual Violence Leave to read as follows:

“An Employee shall be entitled to domestic or sexual violence leave in accordance with the Employment Standards Act.”

9. **Schedule “A” Pay Grade Salaries**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Association agree to amend Schedule “A” to be consistent with current class specifications and pay grades.

10. **Housekeeping**

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

- (a) Schedule “C” – Regular and Supplementary Vacation will be updated;
- (b) Letters of Understanding appended to the Collective Agreement will be re-signed;
- (c) Expired effective dates will be deleted; and

- (d) 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 Association agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement or on the start of the pay period following the date of ratification, then for the purposes of drafting the new Collective Agreement, the amended or new provision only 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 20th day of October, 2021 in the District of West Vancouver.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

"Eva Glickman"

"Clare Averiss"

"Paul Reniers"

"Marco Aquila"

BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:

"Alejandra Johnson"

"Kevin Brash"

"Nigel Tridico"

"Liezl De Jesus"

"Catalin Fota"
