<u>2024</u>

MEMORANDUM OF AGREEMENT

between the

RICHMOND PUBLIC LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 718-05

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE <u>CUPE 718-05</u> (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2024 JANUARY 01 AND EXPIRING 2027 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. <u>Previous Conditions</u>

All of the terms of the 2022-2023 Collective Agreement continue except as specifically varied below.

2. <u>Term of Agreement</u>

The term of the new Collective Agreement shall be for four (4) years from 2024 January 01 to 2027 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. <u>General Wage Increase(s)</u>

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

(a) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2025 January 01, all hourly rates of pay that were in effect on 2024 December 31st shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2026 January 01, all hourly rates of pay that were in effect on 2025 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2027 January 01, all hourly rates of pay that were in effect on 2026 December 31^{st} shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Inflationary Support and Retention Payment

The Employer and the Union agree to a one-time retention payment of three and one-half percent (3.50%) of their 2023 regular base earnings (less applicable statutory deductions), for all Employees who are employed as of the date of ratification.

The Employer and the Union agree to a one-time inflationary support payment of one percent (1%) of their 2022 regular base earning (less applicable statutory deductions), for all Employees who are employed as of date of ratification.

Payment will be made as soon as possible following ratification.

5. <u>Article 3 – Employee Definitions, Clause 3.3 Temporary Full-Time Employee</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3 – Employee Definitions, Clause 3.3 Temporary Full-Time Employees to read as follows:

"A Temporary Full-Time Employee is an employee who is employed for thirty-five (35) hours per week for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring but in no event shall exceed six (6) months) except in the case of medical leave and all protected leaves as per the Employment Standards Act."

6. <u>Article 3 – Employee Definitions, Clause 3.4 Temporary Part-Time Employee</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3 – Employee Definitions, Clause 3.4 Temporary Part-Time Employees to read as follows:

"A Temporary Part-Time Employee is an employee who is employed for twenty-one (21) to twenty-eight (28) hours per week for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring but in no event shall exceed six (6) months) except in the case of medical leave and all protected leaves as per the Employment Standards Act."

7. <u>Article 4 – Recognition and Negotiations</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 – Recognition and Negotiations to read as follows:

- "(a) The Employer recognizes the Canadian Union of Public Employees, Local Union 718-05, as the sole and exclusive collective bargaining agency for all of its employees save and except for those positions properly excluded by the *Labour Relations Code.*" The Employer will notify the Union when an exempt position is posted.
- (b) No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement."

8. <u>Article 10 – Seniority, Clause 10.7 Loss of Seniority (d)</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10 – Seniority, Clause 10.7 Loss of Seniority (d) to read as follows:

"(d) fails to return to work within ten (10) calendar days following a layoff and after being notified electronically to the address provided by the employee at the time of layoff to do so, unless through sickness or other just cause, provided, however, that the ten (10) calendar days commences on the date the Employer registers the notification of recall. It shall be the responsibility of the employee to keep the Employer informed of the employee's current email address. In the event that an employee does not have reasonable access to email, notification will be provided through a mutually agreed upon written method."

9. <u>Article 11 – Promotions and Staff Changes, Clause 11.1 Job Postings</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11 – Promotions and Staff Changes, Clause 11.1 to read as follows:

"11.1 Job Postings

(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 the Union office and shall post electronically for at least seven (7) calendar days.

(b) If the Employer deems it necessary to fill the vacancy during the posting and recruiting period, the Employer may employ a Temporary Full-Time Employee, Temporary Part-Time or Auxiliary Employee for a period not to exceed thirty (30) calendar days. Such period of time may be extended by mutual consent of both parties in writing."

10. Article 13 - Working Conditions, Clause 13.1 Hours of Work

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13 – Working Conditions, Clause 13.1 Hours of Work to read as follows:

"13.1 Hours of Work

- (a) Employees' regular hours of work shall be seven (7) hours per day, excluding one-half (½) hour for meal time, and thirty-five (35) hours per week, followed by two
 (2) consecutive days of rest.
- (b) Notwithstanding the provisions contained in the above paragraph, employees may elect to take one (1) hour for meal time.
- (c) Auxiliary Employees shall be permitted to work up to seven (7) hours per day and up to thirty-five (35) hours per week."

11. <u>Article 13 – Working Conditions, Clause 13.2 Overtime</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13 – Working Conditions, Clause 13.2 Overtime to read as follows:

"13.2 Overtime

- (a) Employees working less than seven (7) hours per day shall be paid at straight time rates for all hours worked up to seven (7) hours per day, then prevailing overtime rates shall be paid.
- (b) Regular Full-Time Employees, Regular Part-Time Employees, Temporary Full-Time Employees and Temporary Part-Time Employees shall be paid at overtime rates for all overtime worked:
 - (1) immediately following the employee's regular shift;
 - (2) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift;
 - (3) at any time other than at the times set forth in (b)(1) or (b)(2) above consequent upon an oral or written notice given prior to the end of the

employee's previous regular shift except as otherwise provided in Article 14.5.

- (c) Regular Full-Time Employees, Regular Part-Time Employees, Temporary Full-Time Employees and Temporary Part-Time Employees shall be paid for the performance of overtime work scheduled by the Employer under paragraph (b) at the following overtime rates:
 - time and one-half (1½X) the regular hourly rate of pay for the first two
 hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (2) double (2X) the regular hourly rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (3) double (2X) the regular hourly rate of pay for all overtime worked at any other time than at the times set forth in (1) or (2) of Article 13.2(b); employees shall be paid a minimum of one and one-half (1½) hours at double time (2X) for pre-scheduled overtime worked pursuant to Article 13.2(b)(3).
 - (4) double (2X) the regular hourly rate of pay for all hours worked on a day of rest."

12. <u>Article 13 – Working Conditions, Clause 13.8 Sunday Staffing and Schedule B</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Article 13 – Working Conditions, Clause 13.8 Sunday Staffing and Schedule B.

*Clauses to be renumbered

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13. Article 13 – Working Conditions, Clause 13.10 Auxiliary Employment

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13 – Working Conditions, Clause 13.10 Auxiliary Employment to read as follows:

"13.10 Auxiliary Employment

(a) In order to maintain an employment relationship, Auxiliary Employees are required to be available for work opportunities, unless the employee has made prior arrangements regarding their availability, such as maternity leave.

- (b) Auxiliary Employees are expected to be available for work not less than two (2) shifts per week which includes at least one (1) Friday, Saturday or Sunday. Where shifts are available and where Auxiliary Employees have indicated their availability for work and either do not respond or refuse to be available on four (4) occasions to attend work during a ninety (90) calendar day period, their name shall be removed from the Auxiliary list.
- (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."

14. <u>Article 14 – General Holidays, Clause 14.1 List of Holidays</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 14 General Holidays, Clause 14.1 List of Holidays to read as follows:

"14.1 List of Holidays

(a) All employees shall receive pay for the following general holidays from the date of employment:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
British Columbia Day	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and any other day proclaimed as a general holiday by the Federal and Provincial Government. Payment for such holidays shall be paid on a prorated basis according to the employees' daily hours worked.

- (b) Should the Provincial and Federal Government declare a statutory holiday for the same purpose but on different days, only one will be observed at Employers' discretion.
- (c) For the purpose of this Article 14, all Temporary Full-Time Employees, Temporary Part-Time Employees and Auxiliary Employees hired by the Employer shall have worked for the Employer at least fifteen (15) days in the thirty (30) calendar day period immediately prior to general holiday to qualify."

15. Article 17 Sick Leave Provisions

Effective 2025 January 01 the Employer and the Union agree to amend Article 17 Sick Leave Provisions to read as follows:

"17. <u>Sick Leave Provisions</u>

17.1 Notification of Illness

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.

17.2 Sick Leave Reimbursement

Where an employee is paid wages by the Employer while absent from employment by reason of any disability and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered, less those legal fees attributable to processing the wage loss claim, to the Employer. Upon receiving such amount the Employer shall credit the employee's sick leave account with the number of sick leave days proportionate to the amount so recovered.

17.3 <u>Definition</u>

For purposes of Article 17, "regular classified rate of pay" shall mean the employee's basic rate of pay excluding premiums.

17.4 Sick Leave Plan

- (a) After ninety (90) days of continuous service, all employees shall be granted five (5) days of sick leave.
- (b) A Regular Full-Time Employee will be advanced up to five (5) days at the beginning of each year. These advanced days will form part of the accumulation on the basis of one and one-quarter (1 ¼) days per month, cumulative to a maximum of ninety (90) working days.
- (c) Regular Part-Time Employees, Temporary Full-Time Employees, and Temporary Part-Time Employees, who are eligible for benefits shall be enrolled in the Sick Leave Plan.
 - (i) Sick leave coverage for Regular Part-Time Employees and Temporary Part-Time Employees who are eligible for the benefit, will be advanced up to five (5) days at the beginning of each year. These advanced days will form part of the annual accumulation on a prorated basis calculated on the same

proportionate basis as the Regular Part-Time Employee's and Temporary Part-Time Employee's weekly schedule, cumulative to a maximum of ninety (90) working days.

- (d) Contributions to the Municipal Pension Fund will continue to be based on the employee's regular classified rate of pay. Benefit premiums shall continue to be paid in accordance with the Collective Agreement.
- (e) Any Regular or Temporary Employee who has accumulated a positive balance of more than five (5) days may utilize up to three (3) days per year, with approval from the Employer, for the express purpose of providing for the needed care, education, or health interests of their immediate family. Employees may be required to provide evidence to support their request.

17.5 Long Term Disability Plan

- (a) Regular Full-Time Employees and Regular Part-Time Employees who are eligible for benefits, shall be eligible for coverage under the Long Term Disability Plan after an elimination period of one hundred and twentysix (126) days of continuous absence and in accordance with the rules, regulations, policy provided by the carrier and shall be eligible to receive the benefit following the completion of nine (9) months of continuous employment. An eligible Regular Part-Time Employee shall receive the prorated benefit based on the number of hours the employee was regularly scheduled to work during the period of absence and where that is unknown or where the absence exceeds the regularly scheduled hours, then the benefit will be based on the regular schedule of hours set out in their appointment letter.
- (b) Upon approval by the carrier of an employee's application and receipt of medical evidence satisfactory to the carrier;

an eligible disabled employee will receive a benefit which will provide sixty-seven percent (67%) of the employee's regular classified rate of pay at the time of disability reduced by the initial amount of disability pension granted by the Canada Pension Plan to the employee, not including benefits that may be payable as a result of the disability for dependent children.

- (c) An eligible employee will receive such benefit for a period of two (2) years providing that during such period the employee remains unable to engage in the employee's "own occupation".
- (d) Thereafter the benefit will continue until the employee is eligible for an unreduced pension with a minimum of ten (10) years' pensionable service under the Municipal Pension Plan, age sixty-five (65), date of

retirement, resignation, recovery, or death, whichever first occurs, provided that the benefit will be payable only in the event that evidence satisfactory to the carrier is provided which indicates the employee continues to be unable to engage in "any occupation".

- (e) Where the employee receives compensation from other sources (other than an employee's privately purchased insurance), such as Workers' Compensation, any disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a no-fault automobile insurance policy, which when added to the disability benefit provided by this plan, shall not exceed eighty percent (80%) of the employee's regular classified rate of pay at the time of disability.
- (f) Benefit premiums shall continue to be paid based on the cost-sharing arrangements set out in the agreement for the first year of disability. In the case of Group Life, where there is a premium waiver, no premiums are payable.
- (g) Thereafter the employee shall pay the full premiums for Medical, Extended Health, Dental, and Group Life unless, in the case of Group Life, the premium has been waived.
- (h) An employee who has been granted a Long Term Disability benefit shall retain full employee status for the purpose of earning other benefits or perquisites such as but not limited to vacation, public holidays, or increments for only the first year on the Long Term Disability Plan. In the case of seniority, time will continue to accrue for the two (2) year own-occupation portion of the LTD Plan.
- (i) Employees who return to work within the two (2) year own-occupation period shall be returned to their previous position or to a comparable position. Beyond the second (2nd) year, employees shall only remain employees for the purposes of receiving benefits under the Long Term Disability Plan, save and except for an additional year they shall retain a residual right to apply for a vacancy as an internal applicant.
- (j) Where it is medically determined, while an employee is in the two (2) year own-occupation portion of the Long Term Disability Plan, that the employee will never return to work, the employee will be advised that their position will be posted and if they were to recover within the two (2) year portion of the LTD Plan then they would be entitled to return to a comparable position.
- (k) Subject to receiving approval from the Municipal Pension Plan, the period of Long Term Disability will be considered as pensionable service.

(I) The Employer agrees to pay the premium associated with a Long Term Disability Plan to a maximum of two dollars and seventy-five cents (\$2.75) per one hundred dollars (\$100.00) of benefit payable. It is understood that the extent of the Employer's liability is limited to the payment of premiums subject to the maximum referred to herein for the Long Term Disability Plan described herein.

17.6 <u>Certification of Illness or Disability</u>

The Employer may require an employee to periodically provide medical certification at the employee's expense during the employee's illness, disability, or incapacity to work, or continuing illness, disability, or incapacity to work and the date when the employee is expected to be able to return to regular duties on a full- or part-time basis. Failure to provide proper medical certification may result in the denial of Sick Leave or Long Term Disability benefits.

Not to be included in the Collective Agreement, should the Employer require the employee to complete a Health and Wellness Letter, the Employer agrees to pay for the cost of such letter.

17.7 <u>Rehabilitation</u>

Where an employee qualifies for Long Term Disability, the employee, if approved by the employee's medical doctor in consultation with the medical doctor of the carrier, may be required to enroll in a retraining or rehabilitative program for alternate employment either with the Employer or an alternate Employer in order to remain eligible under the Plans. If an employee is receiving income from an approved rehabilitative employment, disability benefits will be reduced to the extent necessary to ensure the amount of disability income in combination with rehabilitation income does not exceed one hundred percent (100%) of the employee's regular classified rate of pay.

17.8 WorkSafeBC and Sick Leave

- (a) Where the first day or part day is not paid by WorkSafeBC, this day or part day shall be paid by the Employer.
- (b) During a period of WorkSafeBC delay prior to accepting a claim for temporary disability benefits, the employee may draw from the Sick Leave Plan and Long Term Disability benefits on the basis of receiving their approximate net pay in accordance with the benefit payable under the Plans until WCB determines acceptance or rejection of the claim.
- (c) Where an employee's claim for WorkSafeBC temporary benefits is accepted, the employee shall assign the WorkSafeBC cheque to the

Employer for such period. To the extent that the Employer is reimbursed, the Employer shall credit the Sick Leave Plan and Long Term Disability Plan with the number of sick leave days proportionate to the amount so recovered.

- (d) Where it is rejected, the employee will receive an adjustment if necessary, to reflect what they would have received under normal sick leave during this period.
- In no case shall an employee who is in receipt of WorkSafeBC temporary disability benefits as a consequence of any other employment, be entitled to pay under any of the Sick Leave Plans or Disability Plan described under items 17.4 or 17.5.
- (f) Employees receiving WorkSafeBC allowance for a recurrence of an injury or ailment suffered prior to employment with the Employer shall be paid wage loss directly by WorkSafeBC.
- (g) Where an employee is absent on WorkSafeBC in excess of one (1) year, the employee's annual vacation pay shall be prorated by the period of absence that exceeds one (1) year and the employee shall not accrue vacation for the period of absence that exceeds one (1) year nor shall the employee be entitled to general holiday pay.
- (h) Where WorkSafeBC ceases paying temporary disability benefits to an employee and the employee is unable to return to work, the time absent on WorkSafeBC shall be integrated with the Sick Leave and Long Term Disability Plans and the employee shall be placed on the appropriate Plan at the point reached when WorkSafeBC payments ceased.

17.9 Entitlement to Frozen Sick Leave Bank

An employee who currently has a balance in their frozen sick leave bank, will not accrue additional sick leave until their total sick leave balance falls below the maximum allowable accumulation of ninety (90) days.

17.10 Medical Appointments

Medical appointments may utilize accrued sick leave to ensure no loss of earnings for attendance at same, but wherever possible, the timing of such appointments are to be scheduled for an employee's day off or at times outside of normal working hours. If such scheduling is not possible, medical appointments are to be scheduled for the end or beginning of the work day, where possible, to minimize loss of working hours. Should an employee be required to attend a medical appointment during the course of the normal work day, employees must ensure their supervisor is aware of the time needed for travel to and from such appointment. As it is not appropriate in most cases for employees to schedule a medical appointment and then take the remainder of the day as sick leave, supervisors are to be made aware of the anticipated return to work time of such requests to better enable workforce scheduling and appropriate time-keeping."

While not to be included in the Collective Agreement on a without prejudice/precedent basis:

- Effective January 1, 2025, Regular Employees will receive a one-time allotment of five (5) sick days.
- In the first year of transitioning to employer-paid sick leave (January 1 to December 31, 2025), if an employee takes unpaid sick leave exceeding one month, the employer agrees to pay the benefit premiums for a period not to exceed three (3) months, if required.

16. <u>Article 19 – Leave of Absence, Clause 19.3 Bereavement Leave</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 19 – Leave of Absence, Clause 19.3 Bereavement Leave to read as follows:

<u>"19.3 Bereavement Leave</u>

- (a) An employee shall be granted up to a total of three (3) regularly scheduled work days' leave, without loss of salary or wages in the case of death or serious illness of a parent, step-parent, spouse (including same sex partner), sibling, child, ward, step-child, parent-in-law, sibling-in-law, grandchildren, grandparents, legal guardian, and in the case of the death of any other relative if living in the employee's household.
- (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."

17. <u>Article 22 – Employee Benefits, Clause 22.2 Group Medical, Dental and Insurance Benefits</u>

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the following changes to Clause 22.2 Group Medical, Dental and Insurance Benefits:

"22.2 Group Medical, Dental and Insurance Benefits

- (a) The Employer agrees to provide, and each Regular Full-Time Employee, Regular Part-Time Employee, and Temporary Full-Time Employee shall be required to participate in, the following benefits as a condition of employment, unless otherwise covered, on completion of three (3) calendar months' service. Except that the Employer agrees to provide, and each Temporary Full-Time Employee shall be required, unless otherwise covered, to participate in the Dental Plan on completion of nine (9) calendar months' service.
 - (1) Medical and Surgical Benefits through the British Columbia Medical Plan, inclusive of Extended Health Benefits.

The Extended Health Benefits Plan includes, among other benefits,

- Eye Exams: every twenty-four (24) month period to a maximum payable of one hundred and twenty-five dollars (\$125.00);
- ii. Vision Care: every twenty-four (24) month period to a maximum payable of six hundred dollars (\$600.00);
- Registered Psychologist, Registered Clinical Counsellor or Registered Social Worker combined: a calendar year maximum payable of one thousand dollars (\$1,000.00);
- iv. Physiotherapist/Massage Therapist/Chiropractor/Acupuncturist combined: a calendar year maximum payable of two thousand dollars (\$2,000.00);
- v. Naturopath/Podiatrist/Speech Therapist combined: a calendar year maximum payable of six hundred dollars (\$600.00)."

18. Article 23 – Health and Safety, Clause 23.5 Intermediate First Aid Attendant

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Clause to Article 23 – Health and Safety to read as follows:

"23.5 Intermediate First Aid Attendant

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"Employees who hold a valid WorkSafeBC Occupational Health and Safety Intermediate First Aid Certificate will be scheduled by the Employer, for a minimum of three (3) hours, to act as the Intermediate First Aid Attendant to perform first aid duties in addition to their normal duties, and will be paid a premium of one dollar and sixty cents (\$1.60) for each hour scheduled to act as an Intermediate First Aid Attendant."

19. <u>Article 31 – Schedules, Schedule D</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Schedule D.

While not to be included in the Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to transition the two (2) auxiliary Bookshelver incumbents to the auxiliary Library Clerk job classification following a 6 month training period provided they meet the auxiliary employment requirements as outlined under article 13.10.

20. <u>Article 31 – Schedules, Schedule E</u>

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Schedule E.

21. <u>Article 31 – Schedules, Schedule "NEW"</u>

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

"<u>Respectful Workplace</u>

The Employer is committed to fostering a workplace where everyone feels safe, respected, and valued. All forms of bullying, harassment, and/or discrimination, in any form, are unacceptable and will not be tolerated.

Clear policies are in place to uphold this commitment, and all employees will be made aware of them to ensure a supportive and inclusive environment."

22. Housekeeping

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

- (a) delete expired effective dates;
- (b) update the Collective Agreement, including classification titles, to include gender neutral language;
- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

23. 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.

24. <u>Ratification</u>

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 this Memorandum of Agreement is signed.

DATED this 17th day of December, 2024 in the City of Burnaby.

BARGAINING REPRESENTATIVES ON BEHALF OF THE EMPLOYER: BARGAINING REPRESENTATIVES ON BEHALF OF THE UNION:

"Susan Walters"

"Kevin Samara"

"Shaneena Rahman"

"Dal Benning"

"Helen Varga"

"Kate Adams"