

2012

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER DISTRICT 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 DISTRICT LIBRARY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTH VANCOUVER DISTRICT 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 2012 JANUARY 01 AND EXPIRING 2015 DECEMBER 31 (hereinafter called the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2011 Collective Agreement continue except as specifically varied below by paragraphs 2 to 9, both inclusive.

2. **Term of Agreement**

The term of the New Collective Agreement shall be for four (4) years from 2012 January 01 to 2015 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**

(a) Effective 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one and one-quarter percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2014 January 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2015 January 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a), (b), and (c) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Article 4.1 – Regular Hours**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that Article 4.1(c) shall be amended to read as follows:

- “(c) All full-time employees shall have two (2) consecutive days of rest each work week except when:
- (i) changing work weeks; and
 - (ii) the Employer and the employee mutually agree that the employee’s two (2) days of rest will not be consecutive. In cases where the Employer and employee mutually agree that the change is intended to last longer than thirty (30) days, the following will apply:
 - a. notwithstanding the agreement that the two (2) days of rest will not be consecutive, at least once per month the employee will be scheduled for two (2) consecutive days of rest; and
 - b. an employee has the right to revoke their agreement to have non-consecutive days of rest, by providing the Employer with thirty (30) days notice of their intention to resume having two consecutive days of rest.”

5. **Article 7.1 – Posting Vacancies**

Effective the date of ratification of the Collective Agreement, the Employer and Union agree to add a new sub-article to Article 7.1 which reads as follows:

- (a) add a new sub-article to Article 7.1 which reads as follows:

“(c) Notwithstanding (a), above, employees who are serving a Probationary Period under Article 7.4, or a Trial Period under Article 7.5 shall not be eligible 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.”

- (b) Re-number the remaining section in Article 7.1
- (c) delete Article 7.4(c)
- (d) re-number the remaining sections in Article 7.4.

6. **Article 8 – Benefits**

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

- (a) vision care provision will be increased from \$300 to \$350 per twenty-four (24) month period;
- (b) eye exam coverage will be increased from \$75.00 to \$100.00 per twenty-four (24) month period; and
- (c) the reference to the Nicotine Patch in 8.3(b)(2)(d) will be deleted.

7. **Article 9.4 – Public Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that “Family Day*” will be added as a public holiday to Article 9.4(a) and a note will be added to Article 9.4(a) which states:

“*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.”

8. **Grandparented Employees**

While not to be included in the Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that:

“Once per year, and no later than January 31st, the Employer will provide the Union with a list containing the name and classification of each employee who is covered under the “Grandparented Hourly Rates” set out in Schedule A of the Collective Agreement.”

9. **Housekeeping Matters**

Effective the date of ratification of the Memorandum of Agreement, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in that new Collective Agreement. Such items also include:

- (a) Clarify that Article 8.3(a) only applies to Regular Full-Time Employees who are eligible for coverage under the Medical Services Plan.
- (b) Clarify that Article 8.3(b)(1) only applies to Regular Full-Time Employees who are eligible for coverage under the Extended Health Care Plan.
- (c) Clarify that Article 8.3(c) only applies to Regular Full-Time Employees who are eligible for coverage under the Dental Plan.
- (d) Clarify that Article 8.3(d) only applies to Regular Full-Time Employees who are eligible for coverage under the Group Life Insurance Plan.
- (e) Clarify that Article 8.4 only applies to Temporary Full-Time Employees who are eligible for coverage under the rules of the Medical Services Plan, Extended Health Care Plan, Group Life Plan and Dental Plan.
- (f) Clarify Article 8.9(b) to reflect that the enrollment of Regular Part-Time Employees and Temporary Full-Time Employees in the Pension Plan is subject to the rules of the Plan.
- (g) Remove expired effective dates.
- (h) Make any other changes as agreed to the parties during 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 the date of ratification of this Memorandum of Agreement, 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.

NORTH VANCOUVER DISTRICT LIBRARY – CUPE 389
2012 MEMORANDUM OF AGREEMENT (cont'd)

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 seventy-five (75) calendar days from the date on which the Memorandum of Agreement is signed, though an attempt will be made to arrange a ratification meeting earlier than seventy-five (75) calendar days.

Signed this 11th day of July 2014

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

“J. van Dyk”

“Barbara Kelly”

“N. Keshavjee”

“Rhonda L. Bender”

“S. Chen”

BARGAINING REPRESENTATIVES FOR CUPE
LOCAL 389:

“Heather Inglis”

“N.M. Quilty”

“Kathy McMahon”
