

MEMORANDUM OF SETTLEMENT

Between

VANCOUVER PUBLIC LIBRARY
(the “Employer”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 391
(the “Union”)

(Together called the “Parties”)

By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Settlement, with the appended signed tentative agreements, to their respective principals. The appended signed tentative agreements are the only amendments to the January 1, 2017 to December 31, 2019 Collective Agreement (hereinafter called the “Current Collective Agreement”).

1. Provisions of the Current Collective Agreement Remain in Effect

All provisions of the Current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.

2. Amendments and Alterations Agreed to in Negotiation Meetings

All items agreed to by the Parties bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the “Renewal Collective Agreement”:

Article	Subject Matter	Date of Tentative Agreement
8.8	Layoff	July 2, 2021
8.10	Employment Equity	July 2, 2021
8.15 (NEW)	Indigenous Elder Representation	July 2, 2021
11.6 & 14.5 (NEW)	Trans-Affirming Care	July 2, 2021
11.10 & 14.6 (NEW)	Cultural/Religious Diversity	July 2, 2021
11.11 & 14.7 (NEW)	Domestic Violence Leave of Absence and Workplace Adjustments	July 2, 2021
12.2	Adoption, Maternity and Parental Leave	July 2, 2021

Article 8.8 Layoff

For a regular employee, layoff will be defined as a reduction in their regularly scheduled hours of work.

Regular Employees shall be subject to layoff according to the following terms:

- 8.8.1 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority within a classified group named in Schedule "D", provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.
- 8.8.2 When a reduction of staff and layoff is to be implemented, those employees working less than normal full-time regular hours per week shall be the first affected.
- 8.8.3 No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding twelve (12) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided, however, that this provision shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- 8.8.4 Advance Notice of Layoff

Except in cases of emergency or other circumstances beyond the control of the Employer, the Employer shall give written notice to Regular Employees who are to be laid off at least ~~fourteen (14)~~ **twenty eight (28)** calendar days prior to the effective date of layoff.

If the employee has not had the opportunity to work during the ~~fourteen (14)~~ **twenty eight (28)** calendar days referred to above, the employee shall be paid for those days for which work was not made available.

Article 8.10 Employment Equity

The Employer and the Union agree with employment equity programs which will assist ~~visible minorities, persons with disabilities, First Nations people, and women~~ **all persons covered under protected classes of the Human Rights Code of British Columbia, including Indigenous peoples**, in gaining entry into employment and which will provide opportunities for advancement.

NEW

Article 8.15 Indigenous Elder Representation

The parties recognize the value of having an Indigenous Elder present in addition to Union representation, for meetings such as disciplinary, investigative, or accommodation meetings. Requests for an Indigenous Elder present in such a meeting shall be arranged and paid for by the Union/Employee. Such requests will not be unreasonably denied.

NEW

Article 11.6 Trans-Affirming Care

Housekeeping Note 1: Add reference for PT employees in relevant area of CA (in the same manner as current Layoff language.)

Housekeeping Note 2: Add reference for AUX and Temp employees in relevant areas of the CA

Housekeeping Note 3: Renumber remaining in article 11

A regular employee may request a leave of absence in order to access physical or psychological trans-affirming care. The employee may use available banked time or unpaid leave to accommodate such leave(s). Such requests for leave will not be unreasonably denied.

Article 11.6 **11.7** – Gratuity Plan

Article 11.7 **11.8** – Compassionate Leave

Article 11.8 **11.9** – Court Attendance and Jury Duty

NEW

14.5 Trans-Affirming Care

For the purposes of this Article, the provisions under Article 11.6 will be applicable to Part Time, Auxiliary, and Temporary employees.

NEW
Article 11.10

Cultural/Religious Diversity

- Housekeeping Note 1: Add reference for PT employees in relevant area of CA (in the same manner as current Layoff language.)
- Housekeeping Note 2 Add reference for AUX and Temp employees in relevant area of CA.

The Employer will make every reasonable effort to accommodate a regular employee in order for them to attend or participate in religious or cultural observances required by faith or culture.

Employees may:

- (a) use any banked time (excluding sick bank) to accommodate such leave(s);**
- (b) request a leave without pay to accommodate the leave(s);**

NEW
14.6

Cultural/Religious Diversity

For the purposes of this Article, the provisions under Article 11.10 will be applicable to Part Time, Auxiliary, and Temporary employees.

NEW

Article 11.11 Domestic Violence Leave of Absence and Workplace Adjustments

- Housekeeping Note 1: Add reference for PT employees in relevant area of CA (in the same manner as current Layoff language)

The Employer shall give due consideration to requests for adjustments of working conditions where those adjustments are necessary to provide meaningful support to an employee impacted by domestic violence and/or to protect that employee's safety. Meaningful support includes access to leave provisions of the Collective Agreement.

All information provided in relation to domestic violence will be kept in strict confidence.

NEW
14.7

Domestic Violence Leave of Absence and Workplace Adjustments

For the purposes of this Article, the provisions under Article 11.11 will be applicable to Part Time employees.

Article 12.2 **Adoption, Maternity and Parental Leave**

12.2.1 Length of Leave

Birth Parent Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to ~~thirty-five (35)~~ **sixty-one (61)** consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth ~~mother~~ **parent** dies or is totally disabled, an employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.

~~Birth Father and Adoptive Parent~~

~~An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.~~

Non-Birth Parent

An employee who is not entitled to leave under the Birth Parent section above 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 date the child comes within the care and custody of the employee.

Extensions – Special Circumstances

~~An employee~~ **A birth parent** shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an

additional five (5) consecutive weeks' leave without pay where the child is ~~at least six (6) months of age before coming into the employee's care and custody and the child is~~ certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed **seventy-eight (78)** ~~fifty-two (52)~~ consecutive weeks following the commencement of the leave **plus any additional leave the employee is entitled to under the Extensions – Special Circumstances section.**

12.2.2 Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, their maternity leave will be deemed to have started on the date they gave birth.

12.2.3 Return to Work

On resuming employment, an employee shall be reinstated in their previous or a comparable position and for the purposes of **seniority**, pay increments and benefits, referenced in 12.2.5 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service.

12.2.4 Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.

- (2) Subject to paragraph 12.2.4(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph 12.2.2(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

12.2.5 Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave ~~unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Public Sector Pension Plan Act.~~ **Employees may purchase service for the period of leave pursuant to the provisions of the BC Municipal Pension Plan.**

12.2.6 Maternity Supplementary Employment Insurance Benefits (SEIB)

- (1) ~~Birth mothers~~ A Birth parent who ~~are~~ **is a** Regular Employee ~~Employees~~, Temporary Employee ~~Employees~~ who has ~~have~~ completed one year of continuous full-time service, Posted Part- Time or Part-Time Employee ~~Employees~~, and who ~~is are~~ entitled to maternity leave as provided for in Clause 12.2 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments. **The Employer shall provide the SEIB form to eligible applicants who request maternity leave.** Temporary Employees who are working full-time and who qualify for the SEIB plan shall receive SEIB plan benefits to the end of their temporary term of employment or the end of the SEIB plan benefit, whichever comes first.
- (2) Subject to the approval of the Employment Insurance Commission, ~~birth fathers or partners of the mother~~ **non-birth parents** who, due to the death or total disability of the birth ~~parent mother~~, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance

benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in paragraph 2 above.

- (4) The SEIB Plan payment **for Maternity Leave** is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings ~~and is paid as follows~~. SEIB is paid:

For the first seventeen (17) weeks of maternity leave, which includes the Employment Insurance waiting period.

~~(a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period; and~~

~~(b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.~~

- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

1. **Housekeeping: Index**

We, the Parties, agree to update the Index post bargaining. This work is to be assigned to a bargaining unit member.

2. **Housekeeping: Article 8.5.6**

Move article 8.5.6 text into article 8.5.3

8.5.3 Application of Seniority

Auxiliary and temporary employees do not have seniority rights except for in accordance with 8.6.4.

Seniority will apply to eligible employees as provided for in the Layoff and Recall language in articles 8.8 and 14.1.3.

Seniority is not transferable outside the classified groups in Schedule D

~~8.5.6~~ If an employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to a length of service shall be based upon the original date of appointment. Where a Part-Time or Posted Part-Time Employee becomes a Regular Employee without a break in service and subsequently successfully completes the probationary period, the employee's Part-Time seniority shall be included in calculating the employee's seniority, vacation entitlement and other perquisites referable to length of service.

3. **Housekeeping: Article 9.3**

Pay for Acting Senior Capacity

When an employee temporarily performs the ~~principal~~ **principle** duties of a higher paying position, the employee shall receive the first rate in the higher salary range which exceeds the salary received in the employee's regular position for each full working day that the employee performs the principal duties of the higher paying position.

[...]

4. **Housekeeping: Article 11.1.2**

11.1.2 Library Assistants, Clerical, ~~and~~ Maintenance and Bindery Staff

[...]

5. **Housekeeping: Gender Neutral Language**

We, the Parties, agree to using gender neutral language throughout the collective agreement. Upon review, two instances will be amended in Schedule E.

Schedule E

[...]

Reduction of hours and Layoff Posted Part-Time Employees are deemed to be laid off if their hours are reduced below 40 hours in a bi-weekly period. If a Posted Part-Time Employee is laid off or bumped, that Posted Part-Time Employee may use ~~his or her~~ **their** seniority to bump another Posted Part-Time Employee provided ~~he or she is~~ **they are** qualified to perform the job of the bumped employee.

[...]

6. **Housekeeping: Articles 11.12 & 11.2**

Add 'Refer to Schedule H'

7. **Letters of Understanding & Schedules**

Housekeeping Note 1 Relevant dates to be amended

We, the Parties, have renewed all schedules and LOU's.

8. **General Wage Increase**

Except as indicated below or as specifically noted in this Memorandum of Agreement, all new and changed provisions take effect on the date of ratification.

January 1, 2020	0.50%
December 31, 2020	1.50%
January 1, 2021	2.00%
January 1, 2022	2.00%

General Wage increases for 2020 will not be compounded. That is to say, the effect of this is that as of Dec 31 the hourly rate of employees will have been increased by 2.00%.

Wage increases extend to current and former employees employed during term of the Collective Agreement.

9. **Circumstantial Compensation**

We, the parties, agree that the dollar amount of \$18,000, resulting from the different implementation dates of Jan 1 at 0.5% versus Oct 1 at 2% is to be paid out as **Circumstantial Compensation**. This is to be distributed equally (rounded to the nearest dollar) amongst all current and former employees who were employed during the period of January 1, 2020 to December 31, 2020 inclusive.

The parties further agree that this will not form part of the Collective Agreement.

10. **Term of the Renewal Collective Agreement**

The term of the Renewal Collective Agreement shall be thirty-six (36) months, from January 1, 2020, up to December 31, 2022, both dates inclusive.

11. Ratification of Renewal Collective Agreement

The Parties agree to recommend this signed Memorandum of Settlement to their respective principals and schedule the necessary ratification meetings without undue delay and ensure their principals vote on this Memorandum of Settlement.

12. Effective Dates

Unless otherwise specified by the Parties, the effective date for all changes will be the later date of ratification of this Memorandum of Settlement by the Employer's principals or the Union membership.

Agreed to this 6th day of July 2021

FOR THE EMPLOYER:

FOR CUPE LOCAL 391

Balwinder Rai

Kari Scott-Whyte

Julia Morrison

Renee Milaney

Attachments

:jk/cope4