

2022

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER CITY LIBRARY BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE NORTH VANCOUVER CITY LIBRARY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTH VANCOUVER CITY 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 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2022 January 01 to 2024 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 Wage Increase(s)

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

- (a) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31st shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by four and one half percent (4.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) 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 Payment

The Employer and the Union agree to a one time inflationary support payment of three and one half percent (3.5%) of their new 2022 base hourly rate of pay, for all North Vancouver City Library Employees who were employed as of January 1, 2022 (less applicable statutory deductions), plus an additional 1.0% in lieu of benefits that could not be retroactively provided to City Library Employees in 2022. The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

5. Article 4.8 – Sunday Opening

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Article 4.8 (3) (a) and (b).

- ~~3. (a) Where, due to a public holiday, the Library is closed on a Saturday and/or a Monday, the Board shall not open on the Sunday immediately adjacent to the public holiday and shall schedule employees accordingly.~~
- ~~(b) The Board shall not open the Library on a Sunday that falls between Christmas Day and New Year's Day and shall schedule employees accordingly.~~

6. Article 7 – Benefits, 7.7 Public Holidays

Public Holidays

All employees hired on a full time continuous basis shall be entitled to a holiday with pay upon the commencement of their employment on the following public holidays:

- | | |
|---|---------------|
| 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 by the Federal, Provincial, or Municipal Government.

7. Article 7 – Benefits, 7.10 Bereavement Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend 7.10(e) to read as follows:

- (e) “Upon application to, and upon receiving the permission of the Chief Librarian, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Article 6.7(a) herein.”

8. Article 7 – Benefits, 7.14 Medical Service Plan of British Columbia

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.14 Medical Services Plan of British Columbia to read as follows:

“The parties recognize that Medical Services Plan (MSP) premiums were eliminated as of January 1, 2020. Nevertheless, if Medical Services Plan (MSP) premiums that existed as of December 31, 2019 are reintroduced in the future, then the Employer shall pay one hundred percent (100%) of the premium.”

9. Article 7 – Benefits, 7.15 Extended Health Plan

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Plan to increase Psychology Services (including clinical psychologist, counsellors, or other mental health services) to a maximum payable of eight hundred dollars (\$800.00) per person per calendar year.

10. Article 7 – Benefits, 7.16 Dental Plan

As soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.16 (d) to read as follows:

- “(d) The Employer shall pay one hundred (100%) of the premium.”

11. Article 7 – Benefits, 7.24 Domestic or Sexual Violence Leave (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 7.24 to read as follows:

“7.24 Domestic or Sexual Violence Leave

The Employer and the Union jointly recognize that employees who experience domestic or sexual violence may need increased support to attend medical appointments and to make the life changes necessary to protect their health and safety. With that recognition in mind, employees who are eligible for domestic or sexual violence leave under the *Employment Standards Act* of British Columbia as amended, will be entitled to up to an additional five (5) paid leave days from work each year to seek medical attention, counselling or other social or psychological services, to seek legal advice, to seek law enforcement assistance, or to seek alternative housing. Employees may take these paid leave days in full or partial days and the paid leave days do not need to be taken all at once.

12. Article 10 – General Provisions, 10.7 Sexual Harassment

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10.7 and the title to read as follows:

“Article 10.7 Respectful Workplace

The Employer and the Union agree that all forms of bullying, harassment, and/or discrimination are unacceptable and will not be tolerated. A workplace free of bullying, harassment, and/or discrimination will be supported by Employer policies which all employees will be made aware of and provided education and training according with those policies.”

13. Schedule C , Handicapped Workers

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule C to read as follows:

“Employees with Disabilities

In keeping with the duty to accommodate, the Employer is willing to make every reasonable effort in cooperation with the Union to provide opportunities for employees with disabilities requiring workplace accommodations.”

14. Letter of Understanding - NEW

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to implement the attached Letter of Understanding – Trial Flexible Work Schedules.

15. 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 to include gender neutral language;
- (c) update the Collective Agreement to use the term “Employer” throughout and replace the term “Board” with “Employer” where necessary; and
- (d) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

16. 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.

17. Retroactivity

For clarity, unless otherwise expressly stated in this Memorandum of Agreement, any changes to the Collective Agreement are only made effective from the date of ratification onwards and carry no retroactive effect.

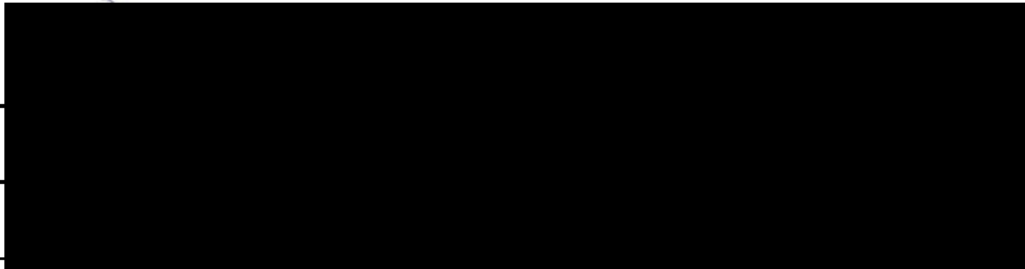
18. Ratification

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 this Memorandum of Agreement is signed.

DATED this 14 day of November, 2023 in the City of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE NORTH VANCOUVER PUBLIC LIBRARY
BOARD:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE CUPE 389:



LETTER OF UNDERSTANDING

between the

NORTH VANCOUVER CITY LIBRARY BOARD

(Hereinafter called "the Employer")

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

(Hereinafter called "the Union")

WHEREAS the Employer and the Union recognize that the North Vancouver City Library ("NVCL") plays an important role in providing services and support to members of the public;

WHEREAS both Parties share a mutual desire to ensure that the NVCL is in a position to effectively provide these services, both through operational efficiencies and while maintaining the health, safety and well-being of NVCL employees wherever possible;

WHEREAS both Parties share a mutual desire to consider changes to hours of work for regular full-time staff while ensuring operations continue with no impact to cost, efficiency or service levels;

THEREFORE the Employer and the Union agree as follows (the "Agreement"):

1. The Parties agree that the Employer will explore the feasibility of a flexible work arrangement, through discussion with the Union, employee engagement, and operational planning.
2. Contingent on a final assessment by the employer that a flexible work arrangement can occur with no negative impact to cost, employee health, safety and well-being, and service levels, a flexible work schedule will be introduced for all Regular Full-Time employees on a trial basis
3. This Agreement will be in place for a trial period to begin no later than June 1, 2024 to December 31, 2024, with the possibility of an extension if agreed to by the parties.
4. This Agreement only applies to Regular Full-time employees of NVCL.
5. The Parties agree that while this Agreement is in place, Article 4: Hours of Work will be temporarily amended as follows:
 - a.) Sunday will be treated the same as other days of the week.
For avoidance of doubt, Article 4.2 Days of Rest (as it relates to Sundays); and Article 4.8 Sunday Opening, will not be in effect for the duration of this Agreement.


6. Earned days off will be scheduled by the Employer to ensure adequate coverage at all times. Employee requests regarding scheduling preferences will be given due consideration where operationally feasible.
7. The Parties agree that the implementation of flexible schedules may impact operational flexibility, and as a result the Employer may limit employees' ability to request certain days of the week for vacation or days off in lieu of stat holidays.
8. All earned time banks will continue to accrue based on the regular working hours for the position, in accordance with the Collective Agreement. The Parties recognize that implementation of flexible schedules will impact treatment of banked time such as sick or vacation leave, as well as statutory holiday pay.
9. The Employer will conduct a quarterly review to ensure that there is no additional cost or negative impact to service levels or to the well-being of staff. The Employer will communicate any concerns to the Union at Labour/Management Meetings.

This Agreement may be cancelled by either party upon providing 30 days' written notice to the other. This agreement may be extended by mutual agreement.

Signed on this14..... day of November, 2023

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



Deborah Koep

Yvette Mercier

Chief Librarian

President, CUPE Local 389