

2021

MEMORANDUM OF AGREEMENT

between the

COQUITLAM PUBLIC LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 561

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE COQUITLAM PUBLIC LIBRARY (hereinafter called “the Employer”), AGREE TO RECOMMEND TO THE COQUITLAM PUBLIC LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CUPE 561 (hereinafter called “the Union”), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2021 JANUARY 01 AND EXPIRING 2025 DECEMBER 31 (hereinafter called the “new Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2016 – 2020 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for five (5) years from 2021 January 01 to 2025 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 Increases

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

- (a) Effective 2021 January 01, all hourly rates of pay that were in effect on 2020 December 31st shall be increased by two percent (2.00%).
- (b) 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%).
- (c) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by five percent (5.00%).
- (d) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four percent (4.00%).
- (e) Effective 2025 January 01, all hourly rates of pay that were in effect on 2024 December 31st shall be increased by three and one-half percent (3.50%).
- (f) Retroactive payments arising from (a), (b), (c) and (d) 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 support payment of three percent (3.00%) of their new 2022 regular base earnings (less applicable statutory deductions) for active employees at date of ratification. Payment will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

5. Article 5 Hours of Work, 5.1 Schedule

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5 Hours of Work, 5.1 Schedule to read as follows:

“5.1 Schedule

The hours of work will be posted and shall be as follows:

- 5.1.1 Regular working hours, except as otherwise noted, shall not exceed seven (7) hours per day, thirty-five (35) hours per week, five (5) consecutive days per week. Regular working hours for the Maintenance/Delivery Driver and for the Building Services and Delivery Supervisor shall not exceed eight (8) hours per day, forty (40) hours per week, five (5) consecutive days per week – Monday to Saturday. Employees shall have two (2) consecutive days off except when required to change shift schedules.

- 5.1.2 An employee's regular shift schedule may not be changed without such employee being provided ten (10) working days' notice of any such change.
- 5.1.3 Day Shift shall be between 6:00 a.m. and 6:00 p.m.
Afternoon Shift shall be between 12:00 noon and 10:00 p.m.
- 5.1.4 The Employer will provide the Union ten (10) working days' notice of the work schedules of the Library for both Christmas Eve and New Year's Eve.
- 5.1.5 Should the Employer choose to open the Library on the Sunday between Boxing Day and New Year's, the Employer will seek an expression of interest for employees to choose to work.
- 5.1.6 No regular employee shall be required to work both Saturday and Sunday unless the employee agrees otherwise.
- 5.1.7 The regular hours of work for employees working on Sunday shall be between 8:30 a.m. and 6:00 p.m. provided however that employees hired prior to 1996 April 23 shall not be required to work more than five (5) hours on a Sunday.
- 5.1.8 Employees shall be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked on a Sunday.
- 5.1.9 The work schedule for Regular Full-Time Employees working on Sundays shall be based on the following:
 - (1) The work schedule shall allow employees to work up to eight and one-half (8½) hours at straight time on Monday to Saturday workdays for the purpose of Sunday staffing only.
 - (2) The schedule shall average seventy (70) hours pay bi-weekly.
- 5.1.10 Regular Part-Time Employees who miss a shift as a result of a closure on a public holiday or on a Sunday shall be given priority for a casual shift to make up for each lost shift wherever possible. These casual shifts will not trigger payment of overtime."

6. Article 6.6 – Shift Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6.6 to read as follows:

"A shift premium of one dollar (\$1.00) per hour shall be paid for all regular hours worked outside the day shift hours of 6:00 a.m. to 6:00 p.m. provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift."

7. Article 7 Seniority, 7.2 Promotions and Transfers

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add 7.2.5 and 7.2.6 to Article 7.2 to read as follows:

“Article 7.2.5

Employees will be eligible to accept temporary promotions out of the bargaining unit (temporary exempt positions) of up to one (1) year provided that:

- (1) Employees will be eligible to apply for temporary exempt positions;
- (2) No employee shall be transferred to a position outside of the bargaining unit without their consent;
- (3) If an employee accepts a temporary position outside of the bargaining unit the employee shall retain the seniority acquired at the date of leaving the bargaining unit but will not accumulate any further seniority during the temporary exempt position. Two (2) years after leaving the bargaining unit the employee shall lose all seniority rights if they have not yet returned to the bargaining unit;
- (4) When the temporary position ends for any reason, the employee shall return to their previous position in the bargaining unit without loss of pay grade provided that a mutually approved confidentiality agreement is signed;
- (5) The Employer will notify the Union in writing when an employee accepts a temporary position outside of the bargaining unit;
- (6) The Employer will fill the vacated bargaining unit position according to Article 7.3;
- (7) The Employer may end any temporary exempt position with thirty (30) days' notice;
- (8) Upon agreement between the Employer and the Union, the time periods in this Article 7.2.5 may be extended.

Article 7.2.6

The Employer may permit employees to temporarily perform some duties of an exempt position without being temporarily promoted out of the bargaining unit. For purposes of succession planning the Employer will endeavour to provide opportunities to temporarily perform exempt duties to various employees. No employee shall be required to temporarily perform duties of an exempt position without their consent. Employees who temporarily perform some of the duties of an exempt position will be paid ten percent (10%) above the employee's regular classification rate. Employees may only temporarily

perform the duties of an exempt position for a period of up to two (2) consecutive months and will retain all rights under the Collective Agreement.”

8. Article 7 Seniority, 7.3 Job Postings

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Letter of Understanding Posting and Selection Process – Informational Posting Opportunity and Temporary Posting Opportunity and amend Article 7 Seniority, 7.3 Job Postings to read as follows:

“7.3 Job Postings

- 7.3.1 When a vacancy occurs for a permanent position or a new permanent position is created, the Employer shall post the position electronically for a period of ten (10) calendar days before such position is filled. The Employer shall send the posting to all employees and the Union. Such notices shall contain the following information: Title of Position, Required Knowledge, Ability and Skills, Hours of Work and Hourly Rate or Range. In filling vacancies the Employer shall follow the procedure outlined in Article 7.2.1.
- 7.3.2 The procedure in Clause 7.3.1 immediately above shall apply for temporary positions which are expected to exceed two (2) months' duration. Should a Regular Full-Time or a Regular Part-Time Employee be appointed to such a vacancy, the employee shall, when the temporary work ends, return to their former position without loss of seniority.
- 7.3.3 Where the Employer anticipates that a temporary vacancy will be less than two (2) months the position will be appointed to the internal incumbent with the required knowledge, ability and skills for the position to be the primary consideration.
 - 7.3.3.1 The parties acknowledge, that the length of the temporary vacancy could vary from what was anticipated. If this is the case the temporary position may be extended with agreement of the Union up to an additional ten (10) months to a maximum of twelve (12) months.
 - 7.3.3.2 Should a Regular Full-Time or a Regular Part-Time Employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to their former position without loss of seniority.
- 7.3.4 Regular employees must have been in their current position for more than six (6) months before they can be awarded a temporary position.
- 7.3.5 An employee in a temporary position may apply for a permanent position while in the temporary position but, if successful in the competition for the permanent

position, the employee may be required to complete the term of the temporary position prior to commencing the permanent position.

7.3.6 Benefits while in a temporary position will not change from what the employee had prior to being awarded the temporary position.

7.3.7 All employees must have passed their probation and/or trial period before they can be awarded a new position."

9. Article 7.4 Layoff

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.4 – Layoff, add 7.5 Severance and 7.6 Recall to read as follows:

7.4 Layoff

- (a) When an employee's regular position is:
- temporarily or permanently eliminated; or
 - hours are temporarily or permanently reduced by fifteen percent (15%) or more; or
 - hours are temporarily or permanently reduced such that it results in a loss of any benefits.

the employee shall gain access to the provisions of Article 7.5 and 7.6.

- (b) Layoff notice will be issued in reverse order of seniority within each classification, provided the remaining employees have the knowledge, skills, and ability to perform the required work.
- (c) All employees shall receive at least thirty (30) working days' notice of their layoffs or pay in lieu thereof. If work is made available by the Employer, the affected employee must work those thirty (30) working days of notice, and if work is not made available by the Employer, the employee shall be paid in lieu of notice.

7.5 Service Severance Pay

- (a) A regular employee who has received written notice of lay-off within ten (10) calendar days, shall elect to:
- (i) exercise seniority rights for bumping purposes; or
 - (ii) accept lay-off.
- (b) If the employee accepts lay-off, the employee shall, within thirty (30) calendar days from the effective date of lay-off, elect to:
- (i) either retain seniority rights of lay-off and recall; or

- (ii) accept severance pay.
- (c) If the employee elects to exercise seniority rights for bumping purposes, the employee shall bump a junior employee.

Bumping shall be contingent on the employee having the required knowledge, skills and ability.
- (d) Upon acceptance of severance pay, all seniority rights and rights to recall under the agreement are terminated; or upon acceptance of retention of seniority rights of lay-off and recall, all rights to severance pay under these provisions are terminated.
- (e) Entitlement to, and severance pay for each regular employee will be as follows:
 - (i) Five (5) days' pay for each calendar year of service up to and including five (5) calendar years of service.
 - (ii) Seven (7) days' pay for each calendar year of service after five (5) years of service.
 - (iii) The maximum number of days' pay for severance will be ninety (90) days' pay. Part-time service shall be calculated on a pro-rata basis. Severance pay shall be based on the employee's rate of pay at the effective date of their termination.

7.6 Recall

Employees who have been laid off shall be recalled to work in order of seniority subject to the following conditions:

- (a) The employee has been laid off for (12) months or less;
- (b) The employee shall be first rehired into the classification from which the employee was laid off and second shall be afforded the first opportunity to work in any other classification, provided that the employee has the knowledge, skills and ability to perform the work which may be available.
- (c) It shall be the duty of all laid off employees to provide to the Employer their current contact information, including email, address and telephone number.
- (d) In the event of recall, the Employer shall notify laid off employees by email, or registered letter. Employees shall notify the Employer of their intention to return to employment within five (5) calendar days of delivery of the notification and shall report for work within ten (10) calendar days of acceptance of their recall.
- (e) Employees who are recalled shall retain their seniority.

No new employee will be hired until those laid off, who have the knowledge skills and ability to do the work, have been given an opportunity of re-employment.”

**Articles to be renumbered as required*

10. Article 8 Vacation and Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8 – Vacation and Public Holidays, 8.6 Public Holidays to read as follows:

“All Regular Full-Time Employees who have been employed thirty (30) calendar days on a full-time appointment, providing they work the full scheduled working day before and the full scheduled working day after the public holiday, unless on sick leave, Workers' Compensation Board benefits or vacation, shall be given time off for the following public holidays at regular pay:

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 and/or Provincial Government.

Provided, however, if a holiday falls on a Saturday or a Sunday and no day is proclaimed in their stead, then such holidays shall be added to the next annual vacation of each employee.”

11. Article 9 – Employee Benefits

As soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Articles 9.1 and 9.2 to read as follows:

“9.1 Medical Services Plan and Extended Health Benefits

Subject to the eligibility provisions of the Plans, all Regular Full-Time Employees shall, effective the first (1st) day of the month following completion of three (3) months of continuous service, be enrolled in the Medical and Extended Health Benefit Plans. The Employer shall pay one-hundred percent (100%) of the premium. The Extended Health Benefit Plan has an annual deductible of one hundred dollars (\$100.00), a lifetime maximum of one million dollars (\$1,000,000) per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- 9.1.1 eye exams to a maximum payable of one hundred and twenty-five dollars (\$125.00) per person payable every twenty-four (24) months;
- 9.1.2 vision care (six hundred and fifty dollars (\$650.00) maximum payable per person in a twenty-four (24) month period);
- 9.1.3 hearing aid (maximum payable of one thousand dollars (\$1000.00) per person every sixty (60) months);

- 9.1.4 orthotics to a maximum payable of four hundred dollars (\$400.00) every twenty-four (24) months;
- 9.1.5 clinical psychologist and registered clinical counsellor (seven hundred dollars (\$700.00) maximum payable per person in a calendar year);

all subject to the provisions of the Plan.

In the event that an employee is absent on sick leave beyond his accumulated sick leave credit, the employee shall be covered by M.S.P. and E.H.B. for a period not exceeding six (6) months. M.S.P. and E.H.B. premiums on behalf of such employees during such period shall be paid forty-five percent (45%) by the Union and fifty-five percent (55%) by the Employer.

9.2 Dental Plan

All Regular Full-Time Employees shall, effective the first day of the month following completion of six (6) months of continuous service, be covered by a Dental Plan which provides the following services, subject to the Plan:

- 9.2.1 Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees; and
- 9.2.2 Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees; and
- 9.2.3 Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand five hundred dollars (\$3,500.00) for adults and dependent children as defined by the Plan.
- 9.2.4 Gum grafts – two thousand dollars (\$2,000.00) maximum payable per person in a calendar year.

The Employer shall pay seventy-five percent (75%) of the premium, and the employee shall pay twenty-five percent (25%) of the premium.”

While not to be included in the Collective Agreement, effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following:

- (a) Combine Chiropractor/Naturopath coverage with Acupuncture coverage to a new combined coverage year maximum of seven hundred dollars (\$700.00)*.

*Acupuncture is no longer a stand-alone benefit.

12. Article 10 Leave of Absence

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add 10.9 to Article 10 to read as follows”

“10.9 Employment Standards Act Leaves

Nothing in this Agreement is intended to provide an employee with a leave entitlement that is less than a leave entitlement that they are able to have under the British Columbia *Employment Standards Act*. Such leaves, unless otherwise added to, amended, removed, or replaced under the British Columbia *Employment Standards Act*, include the following statutory leaves:

- disappearance of a child (section 52.3 of the *Employment Standards Act*),
- death of a child (section 52.4 of the *Employment Standards Act*), and
- domestic or sexual violence (section 52.5 of the *Employment Standards Act*).”

13. Article 13 General, 13.8 Sexual Harassment

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13 General, 13.8 Sexual Harassment to read as follows:

“13.8 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 is supported by Employer policies which all employees will be made aware of and provided education on.”

14. Article 13 General, 13.9 Occupational Health and Safety Committee

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13 General, 13.9 Occupational Health and Safety Committee to read as follows:

“The Occupational Health and Safety Committee(s), as required by the Workers Compensation Act, shall comply with all applicable WorkSafe BC requirements. The Committee(s) shall discuss matters related to occupational health and safety and shall make recommendations to the Executive Director or designate. The Committee(s) shall be joint and shall consist of Employer representatives and Union representatives with at least half of the representatives being Union representatives.”

15. Letters of Understanding

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

- (a) Renew LOU Sick leave and E.I. Premium Reduction;
- (b) Delete LOU Posting and Selection Process – Replaced by new language in 7.3 Job Postings;
- (c) Amend LOU Hours of Work to include the position of Community Development Liaison.

16. 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; and
- (b) apply gender-neutral terminology throughout the Collective Agreement;
- (c) update Maternity and Parental Leave language based on the Employment Standards Act;
- (d) update Schedule “A” to reflect current classifications and pay rates and add any new classifications;
- (e) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

17. 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.

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 8th day of April, 2024.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“A. Goffe”

“H. Basura”

“R. Jamieson”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

“H. Fesenko”

“J. Matsumoto”

“D. Clark-MacMurchy”
