

MEMORANDUM OF AGREEMENT
BETWEEN THE
GREATER VICTORIA PUBLIC LIBRARY
REPRESENTED BY THE
GREATER VICTORIA LABOUR RELATIONS ASSOCIATION
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 410

The Parties hereto agree to present the following to their respective memberships, principals and recommend ratification of the following terms and conditions to renew the existing Collective Agreement.

1. PREVIOUS CONDITIONS

All of the terms and conditions of the Collective Agreement commencing January 1, 2014 and expiring December 31, 2016 shall continue to apply except as specifically varied below.

2. EFFECTIVE DATE OF CHANGES

All other amendments to the revised Collective Agreement shall come into effect the first day of the month following the date of ratification by both Parties unless specified otherwise within.

3. TERM OF AGREEMENT

The Parties agree that the term shall be revised to provide for a four (4) year Collective Agreement commencing January 1, 2017 up to and including December 31, 2020.

4. GENERAL WAGE INCREASES

A general wage increase shall be applied to existing wages as follows and effective:

- January 1, 2017 - 1.5%
- January 1, 2018 - 2%

**and effective the pay period closest to January 1st:*

- January 1, 2019 - 2%
- January 1, 2020 - 2%

NOTE: It is understood by the Parties that the retroactive wage increase effective January 1, 2017 shall be paid to those employees who have retired, resigned, terminated or otherwise left the service of the Employer.

5. ALL MATTERS AGREED THROUGH COLLECTIVE BARGAINING

The Parties agree that the negotiated changes to the Collective Agreement, shall be incorporated into the revised Collective Agreement as follows:

1.06 Auxiliary Employee

- (i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
 - (a) relief of a regular employee on vacation leave, sick leave, maternity leave, long-term disability of less than one (1) year duration, workers' compensation, compassionate leave, education leave or other leaves of less than one (1) year duration.
 - (b) **notwithstanding clause 1.06 (i) (a) relief of a regular employee on maternity leave and parental leave.**
 - (c) non-repetitive projects of less than one (1) year duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above.
 - (d) work of an emergency nature.
- (ii) Auxiliary employees include employees who work less than regular part-time employees.
- (iii) Auxiliary employees include all library pages (with the exception of the classification of "Senior Page").
- (iv) By February 28th of each year, the Employer shall provide the Union with a list of all auxiliary employees who were employed in the previous calendar year and the total amount of hours each of them worked.

1.09 Auxiliary Employee Terms and Conditions of Employment

- (i) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (ii) Other articles of this agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this agreement, save and except as follows:
 - (a) through (k) current contract language

- (l) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive ~~thirteen (13%)~~ **fourteen (14%)** percent of their gross wage earnings. *Effective January 1, 2016 in lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive fourteen (14%) percent of their gross wage earnings.*

(m) through (x) current contract language

- (iii) *current contract language*

5.01 Union Membership

- (i) All employees shall, within thirty (30) calendar days of being employed, become and remain members in good standing of the Union as a condition of employment. All employees who are presently members of the Union shall maintain their membership in good standing.
- ~~(ii) Membership in the Union shall remain voluntary for those employees currently employed who were not on September 9, 1986, members of the Union.~~

5.02 Union Dues

- (i) Upon receipt of written authorization from the employee, the Employer shall each pay period deduct from each Union member and remit to the Union, all union dues, initiation fees and assessments levied in accordance with the Constitution and Bylaws of the Union. Union dues shall be deducted from earnings from the date of hire.
- ~~(ii) Employees who are not required to join the Union shall pay to the Union an amount equal to union dues.~~
- ~~(iii)~~ (ii) All newly hired employees shall, as a condition of employment, provide such written authorization to the Employer.

5.04 Union Notification

The Union shall be notified of all promotions, hirings, layoffs, recalls and terminations of employment. However, if a termination is initiated by the Employer, such notification shall be provided to the Union within eight (8) working days of the notice of termination. The Employer shall notify the Union of the name, address, classification and location of each new regular and auxiliary employee ~~and library page~~ within ten (10) working days of that employee's appointment to staff.

7.01 Copies of Agreement

On commencing employment, new employees shall receive a **link or upon request** a copy of the Collective Agreement and job description for his **their** classification from the Employer.

NOTE: It would be the intention of the Parties to print a limited number (e.g. 200) collective agreements to ensure reasonable availability for distribution. Should more collective agreements be required, the Parties will reprint in lots of 50.

14.02 Rest Breaks

Every employee shall be allowed a fifteen (15) minute rest break in both the first and second half of their working day, this time to be taken at the convenience of the department concerned and at the discretion of the ~~department head~~ **immediate supervisor**. This is in addition to a meal break.

14.08 Shift Rotation

- (i) All shifts shall be rotated on an equal basis, insofar as possible, amongst the regular full time employees within a functional work unit, who are involved in shift work. Consideration shall be given to employee preferences, fairness and equity. Employees may, voluntarily work on a specific shift. Such arrangement may be made with the mutual consent of the employees concerned and the ~~Department Head~~ **Coordinator or where there is no Coordinator, the Director**.
- (ii) For the purposes of this Article, a functional work unit is defined as a group of regular full time employees working in the same location in the same department.

15.02 Time-off in Lieu of Overtime

If time-off is to be taken in lieu of payment for overtime, this must be agreed to prior to the overtime being worked and the time-off shall be scheduled at a time selected by the employee and acceptable to the ~~department head~~ **immediate supervisor**.

18.05 Long Service Special Vacation

In addition to annual vacation, as defined in Article 18.01, where a regular employee has served continuously for a period of thirty (30) years, he shall become entitled to one (1) calendar month's special vacation, with pay, as a reward for long and faithful service, ~~and such leave shall be taken not later than one (1) year prior to retirement.~~

20.08 Medical Appointments

Time off for an employee to attend a dentist, doctor or other medical appointment will not be deducted from the employee's sick leave entitlement unless it exceeds two (2) hours per appointment or occurs on a "very frequent basis". ~~Verbal approval for the time off is required from the immediate supervisor. Department Head; no record is required to be provided to payroll unless the sick time entitlement is to be utilized.~~

26.10 Salary Protection

- ~~(i) — An employee whose position has been re-evaluated downward prior to October 1, 2001, shall maintain their existing rate of pay and shall receive all general wage increases for the duration of the current collective agreement while such employee remains in their current position.~~
- (ii) An employee, whose position has been re-evaluated downward as a result of an application for evaluation ~~received after October 1, 2001,~~ to a pay grade below that pay grade presently received by the employee, shall be "blue-circled".
- (iii) For the purposes of this Article, "blue-circled" means that the employee shall continue to receive fifty percent (50%) of the negotiated wage increases applicable to the employee's re-evaluated position until the wage rate of the employee's position equals or exceeds the wage rate being received by the employee.

ARTICLE 33, NO DISCRIMINATION

- 33.01 (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical or mental disability, national origin, political or religious affiliation, gender, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- (ii) The application of the foregoing shall be subject to ~~Section 3(1) of the Human Rights Act of BC that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Act.~~ **B C Human Rights Code.**

39.01 Term

This Agreement shall be in effect from and including, January 1, **2017** ~~2014~~, to and including December 31, **2020** ~~2016~~, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to terminate the Agreement and require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

39.02 Notice of Termination

- (i) If either party gives such notice for termination of the Collective Agreement, both parties to the Agreement shall submit in writing proposed changes to the Collective Agreement at the initial negotiating meeting, but this procedure shall not preclude either party making further proposals at subsequent negotiating meetings.
- (ii) In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Secretary of the Union at the Greater Victoria Public Library, Victoria, British Columbia, and in the case of notice to the Employer, if delivered or mailed in the same manner to the ~~Manager, The Greater Victoria Labour Relations Association, 330-2950 Douglas Street, Victoria, B.C., V8T 4N4.~~

ARTICLE 40, LETTERS OF UNDERSTANDING

The Parties agree to renew the following Letters of Understanding for the term of this Agreement:

- Letter No. 1 - Grandfather Provisions - Sick Leave Entitlement Accrual
- Letter No. 2 - Auxiliary Employee Troubleshooter
- Letter No. 3 - Salary Sharing for Auxiliary Employees
- Letter No. 4 – Telecommuting

*The Employer has withdrawn its proposal on **2.01 Union Recognition** without prejudice. It is the Employer's view that the matter of exclusion is determined by the terms set out in the Labour Relations Code and the Parties cannot contract out of the legislation*

THIS MEMORANDUM OF AGREEMENT IS ENTERED INTO THIS 12TH DAY OF DECEMBER, 2018, SIGNED IN THE CITY OF VICTORIA, IN THE PROVINCE OF BRITISH COLUMBIA.

REPRESENTING THE EMPLOYER

REPRESENTING CUPE – LOCAL 410

"Paddy Bradley"

"Helen Hughes"

"Maureen Sawa"

"Philippa Brown"

"Debbie Main"

"Fatima Ferreira"

"Jennifer Windecker"
