

2003

MEMORANDUM OF AGREEMENT

between the

COQUITLAM PUBLIC LIBRARY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE COQUITLAM PUBLIC LIBRARY BOARD (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE COQUITLAM PUBLIC LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2003 JANUARY 01 AND EXPIRING 2006 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2000-2002 Collective Agreement continue except as specifically varied below by paragraphs 2 to 12, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2003 January 01 to 2006 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 2003 January 01, all hourly rates of pay which were in effect on 2002 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2004 January 01, all hourly rates of pay which were in effect on 2003 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2005 January 01, all hourly rates of pay which were in effect on 2004 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective April 1, 2006: all hourly rates of pay which were in effect on March 31, 2006 shall be increased by the greater of:
 - (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,
 - or
 - (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on February 28, 2006. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

4. **Direct Deposit**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that all employees currently not on direct deposit shall be enrolled in the direct deposit system. It is understood that all new employees will be required to enroll in the direct deposit system.

5. **Telephone Callout**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new paragraph (d) to Article 6.5 to read as follows:

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“When an employee receives a telephone call and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid at double the employee’s regular rate of pay for the time actually worked rounded to the nearest quarter (1/4) hour with a minimum payment of one-quarter (1/4) hour.”

6. **Shift Premium**

Effective 2004 January 01, the Employer and the Union agree to amend Article 6.6 by replacing the words “sixty cents (60¢)” with the words “seventy-five cents (75¢)”.

7. **Transfers**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.2(d) to read as follows:

“Where the employee(s) agrees, the Employer may:

- (1) transfer two (2) employees with the same classification and weekly hours regardless of department or branch,
- (2) transfer an employee to a vacancy with the same classification and weekly hours regardless of department or branch and post the resulting vacancy.

Employees who wish to be considered for a transfer should advise the Director in writing. The Union will consider any other transfer requests made by the Employer.”

8. **Benefits**

The Employer and the Union agree:

- (a) effective the first of the month following the date of ratification, add coverage for orthotics in the amount of \$300 every five (5) years;
- (b) effective the first of the month following the date of ratification, increase the coverage for the following paramedicals as follows: massage and physiotherapy to a combined maximum of \$600.00 per calendar year; chiropractic and naturopath to a combined maximum of \$300.00 per calendar year; acupuncture to a maximum of \$200.00 per calendar year; and podiatrist to a maximum of \$350.00 per calendar year;

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- (c) effective 2004 January 01, add coverage for eye exams in the amount of \$75 every two (2) years;
- (d) effective 2004 January 01, add coverage for oral contraceptives;
- (e) effective 2004 January 01, increase the EHB deductible to \$50; effective 2005 January 01, increase the EHB deductible to \$100;
- (f) effective 2006 January 01, increase the coverage for the following paramedicals as follows: massage and physiotherapy to a combined maximum of \$800.00 per calendar year; chiropractic and naturopath to a combined maximum of \$500.00 per calendar year.

Subject to mutual agreement on the wording, the Employer and the Union agree to reflect the coverage listed in (a), (c) and (e) above in Article 9.1.

9. **Family Illness**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following to Article 9.5 as a new paragraph (g):

“Family Illness

Where no one other than the employee can provide for the needs of the employee’s spouse, child or parent during an illness, an employee, upon approval of the Director or designates, may be granted up to two (2) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EIC Rebates, only those employees who have more than twelve (12) days’ sick leave credits are entitled to use sick leave for family illness as outlined herein.”

10. **Health and Safety Committee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete the words “safety, health and well-being” from Article 13.1(a)(4) and to add the following new Section to Article 13:

"An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Director."

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The terms of reference for the Committee will be mutually agreed upon by the parties by 2004 January 01.

11. **Car Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.3 by amending “thirty cents (30¢)” to “thirty-three cents (33¢)” in paragraph (a) and by amending “forty cents (40¢)” to “forty-two cents (42¢)” in paragraph (b).

12. **Housekeeping**

Effective 2003 January 01, the Employer and the Union agree to the following housekeeping changes:

- (a) delete expired effective dates, e.g. Articles 7.1, 7.2(b), 9.1, 9.9(a), 10.8(f);
- (b) amend Article 8.1(h) to read “For Professional Librarians, the annual vacation shall be twenty-two (22) working days at regular rate of pay.”;
- (c) correct a typo in Article 8.2 by changing “Section 4(e)” to read “Section 5(e)”;
- (d) amend Article 10.8, Maternity and Parental Leave, by:
 - (i) amending the time periods for the Birth Mother in paragraph (a) from “eighteen (18)” and “twelve (12)” consecutive weeks to “seventeen (17)” and “thirty-five (35)” consecutive weeks respectively;
 - (ii) amending the time period for the Birth Father and Adoptive Parent in paragraph (a) from “twelve (12)” to “thirty-seven (37)” consecutive weeks;
 - (iii) replacing the words “thirty-two (32) consecutive weeks” with “fifty-two (52) consecutive weeks” in the final sentence of paragraph (a); and
 - (iv) replacing the words “pursuant to paragraph (b)(5)” with the words “pursuant to paragraph (b)(4)” in paragraph (d)(2);
- (e) update Article 9.8 to reflect the proper titles for the Superannuation/Pension Act.

13. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to a Collective Agreement is effective on the date of ratification of this Memorandum of

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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.

14. **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 the Memorandum of Agreement is signed.

Signed this ____ day of _____, 2003.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:
