

2007

MEMORANDUM OF AGREEMENT

between the

RICHMOND PUBLIC LIBRARY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3966
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3966 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2007 JANUARY 01 AND EXPIRING 2011 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2003-2006 Collective Agreement continue except as specifically varied below by paragraphs 2 to 19, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2007 January 01 to 2011 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 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

RICHMOND PUBLIC LIBRARY – CUPE 3966
2007 MEMORANDUM OF AGREEMENT (cont'd)

- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 January 01, all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Wage Adjustments**

Effective 2008 January 01, the Employer and the Union agree to increase the rates of pay for all professional librarian classifications by one (1) pay grade. The Employer and the Union agree that the above wage adjustments shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification.

5. **Probation Period - Regular Part-Time Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following sentence to Article 10(d):

“For Regular Part-Time Employees, the probationary period shall be the same number of hours that a full-time employee would work during the applicable six (6) or nine (9) month period.”

6. **Notice of Layoff**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12(c) to read as follows:

“The Employer shall notify, in writing, employees who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work their regular shifts during the ten (10) days referred to above, the employee shall be paid for those regular shifts for which work was not made available. The ten (10) working day notice period is not applicable in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer.”

7. **Auxiliary Employment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Article 13:

“Auxiliary Employment

In order to maintain an employment relationship, Auxiliary Employees are required to be available for work opportunities. An Auxiliary Employee who does not work any shifts in a ninety (90) calendar day period will be removed from the auxiliary employee list unless the employee has made prior arrangements regarding their availability such as a maternity leave.”

8. Hours of Work - Auxiliary Employees

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new paragraph (3) to Article 13(a) as follows:

“(3) Auxiliary Employees shall be permitted to work up to seven (7) hours per day and up to thirty-five (35) hours per week, Monday to Sunday.”

9. Callout - Regular Part-Time Employees and Auxiliary Employees

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13(d) by:

- (a) removing the words “Regular Part-Time Employees” from paragraph (1);
- (b) amending paragraph (2) to read as follows:

“(2) For Regular Part-Time Employees and Auxiliary Employees, the offer of additional hours of work shall not be deemed a Callout. An employee who has worked a shift of less than seven (7) hours and is offered additional work that day shall be paid at their regular hourly rate until they have worked a total of seven (7) hours. They shall be paid at the applicable overtime rates under Article 13(b) for any hours worked beyond seven (7) hours that day.”

10. Computer Department - Telephone Callout

The Employer and the Union agree to add the Letter of Agreement dated October 2001 to Article 13 with the preamble amended to read “Computer staff may, from time to time, be required to carry a cell phone or pager while off shift during regular library hours. Employees shall be compensated for such time, to be known as “standby” as follows:”

11. Shift Preferences and Shift Premium

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13(g) by replacing the words “sixty cents (60¢) per hour” with “seventy-five cents (75¢) per hour”.

12. **Annual Vacations**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15(a) by deleting paragraph (2) and amending paragraph (3) read as follows:

“In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.”

13. **Percentage in Lieu of Vacation - Auxiliary Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15(e) to read: “Auxiliary Employees shall be paid six percent (6%) of their gross earnings in lieu of annual vacation. Such payment shall be paid each pay day.”

14. **Payment of Wages and Allowances**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 20 by:

- (a) amending paragraph (i) to read as follows:

Rate for Relief Shift Supervisors

Employees who are designated as relief Shift Supervisors shall be paid a premium of two (2) pay grades while they are working as relief Shift Supervisors to a maximum of pay grade 16.”

- (b) adding a new paragraph (l) as follows:

In Charge Premium

Employees who are designated as being in charge of a branch shall be paid a premium of two (2) pay grades while they are in charge to a maximum of pay grade 18. This provision is not applicable to employees working in a classification that includes in charge responsibilities.”

15. **Extended Health Benefits**

The Employer and the Union agree to amend the Extended Health Benefit coverage as follows:

- (a) effective the first of the month following the date of ratification:

- (1) increase the vision care coverage from \$200.00 to \$300.00 per person in a 24-month period;

RICHMOND PUBLIC LIBRARY – CUPE 3966
2007 MEMORANDUM OF AGREEMENT (cont'd)

- (2) add coverage for eye exams in the amount of \$75.00 in a 24-month period;
 - (3) increase the acupuncture coverage from \$100.00 to \$200.00 per person per calendar year;
 - (4) increase the chiropractic coverage from \$200.00 to \$300.00 per person per calendar year;
 - (5) increase the annual deductible from \$25.00 to \$50.00;
- (b) effective 2009 January 01 establish a combined limit on massage and physiotherapy coverage of \$2,000.00 per person per calendar year changing to a combined limit of \$1,500.00 on 2010 January 01 and changing to a combined limit of \$1,250.00 on 2011 January 01.

The Employer and the Union agree to reflect the amended coverage by amending the second paragraph of Article 22(b)(1) to read as follows:

“Effective (first of the month following the date of ratification) the Extended Health Benefits Plan includes, among other benefits, coverage for eye exams to a maximum payable of \$75.00 per person in a twenty-four (24) month period and coverage for vision care to a maximum payable of \$300.00 per person in a twenty-four (24) month period. The Plan has an annual deductible of \$25.00 (effective first of the month following the date of ratification, \$50.00). The provision of the benefits shall be subject to the provisions of the Plan.”

16. **Group Life Insurance and Accidental Death and Dismemberment Insurance**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Group Life Insurance and Accidental Death and Dismemberment Insurance provided in Articles 22(b)(2) and (3) to read as follows:

- “(3) Group Life Insurance in an amount equal to one and one-half (1½) times the employee's basic annual salary, which shall then be rounded to the next highest \$1,000.00, with a minimum coverage of ten thousand dollars (\$10,000.00). The coverage shall be subject to the terms and conditions of the group life insurance policy.
- (4) Accidental Death and Dismemberment Insurance in an amount equal to the Group Life Insurance coverage, subject to the terms and conditions of the accidental death and dismemberment insurance policy, with a minimum coverage of ten thousand dollars (\$10,000.00).”

17. **Schedule “D” - Bookshelvers**

The Employer and the Union agree to amend Schedule “D” as follows:

- (a) delete the preamble which reads “Effective 1995 November 19” and replace the words “the date of ratification of the Memorandum of Agreement” in paragraphs (a), (b), (e) and g) with “1995 November 19”;
- (b) amend paragraph (k) to read as follows:
 - “(k) In the 2003-2006 negotiations, the Employer and the Union agreed that the duties of Bookshelvers shall include unpacking boxes and that such duties would not trigger a classification review as provided under paragraph (b).”

18. **Job Evaluation**

The Employer and the Union agree to review, during the term of the new collective agreement, the new job evaluation plans being developed by the City of Richmond and CUPE Local 718 and by City of Coquitlam and CUPE Local 386 to determine if either of the new plans are acceptable to the Richmond Public Library and CUPE Local 3966. The parties agree that the discussions shall start within six (6) months of the date the City of Richmond adopts their new plan.

19. **Housekeeping**

Effective 2007 January 01, the Employer and the Union agree to the following housekeeping changes:

- (a) subject to mutual agreement, develop a new numbering system during the drafting of the new Collective Agreement;
- (b) subject to mutual agreement on the wording, correct grammar in sentences with a singular noun and plural pronoun during the drafting of the new Collective Agreement;
- (c) amend “Pension (Municipal) Act” to read “Municipal Pension Plan” wherever it occurs;
- (d) amend “Memorandum of Agreement” to read “Collective Agreement” in Article 4(a);
- (e) amend “Act” to read “Code” in Article 5;
- (f) amend “Step 3” to read “Arbitration” in the time limits section of Article 9;
- (g) delete “It is agreed between the parties hereto that” and capitalize the word “seniority” in the preamble of Article 10(f);

- (h) update Article 13(h) by changing the range of hours in Articles 13(h)(1) and (3) from “8:00 a.m. and 5:00 p.m.” to “7:00 a.m. and 6:30 p.m.”;
- (i) delete “It is understood between the parties that” and capitalize the word “each” in Article 16(b);
- (j) amend “Superannuation Commission” to read “Municipal Pension Plan” in Article 17.1(2)(d);
- (k) amend the title of Article 17.5 to read “Entitlement to Frozen Sick Leave Bank”;
- (l) amend “said Act” to read “the Plan” in Article 18(b);
- (m) in Article 19(b), delete “it is agreed that” at the beginning of both paragraphs and capitalize the word “official” in the first paragraph and the word “any” in the second paragraph;
- (n) amend Article 20(a) by amending “Friday” to read “Thursday”;
- (o) amend “Accident Prevention Regulations of the Workers’ Compensation Board” to read “Occupational Health and Safety Regulations of WorkSafeBC” in Article 20(e)(2);
- (p) amend “Workers’ Compensation Board of British Columbia” to read “WorkSafeBC” in Article 23(c); and
- (q) delete Schedule “E” - Residual items as they are no longer necessary.

20. **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 the date of ratification of this Memorandum of 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.

21. **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.

RICHMOND PUBLIC LIBRARY – CUPE 3966
2007 MEMORANDUM OF AGREEMENT (cont'd)

Signed this 10th day of MARCH, 2008.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Greg Burn
Richard M. Scott
Al Chey

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 3966:

Jim Lorman
Maie McKee
Theresa
Barbara Gibson