



MEMORANDUM OF AGREEMENT

The bargaining representatives of the **Gibsons and District Public Library** and the bargaining representatives of the **Canadian Union of Public Employees, Local 391**, unanimously agree, without reservation, to recommend to their respective principals for their ratification the following terms and conditions for a Renewal Collective Agreement, which Renewal Agreement contains all of the terms and conditions of the collective agreement that expired December 31, 2013, except as amended below:

1. All items previously agreed and signed off.
2. The following shall be added to article 12 as a new section:

Off Duty Scheduling Duties

Employees, who are required by the Employer, during their off duty hours, to perform scheduling duties, shall be paid at the applicable straight-time rate for so doing, provided that the maximum total amount that the Employer is required to pay in any calendar year under this article shall be equivalent to ten (10) hours, irrespective of the number of employees involved, recognizing that these total hours may be allocated among more than one (1) employee who performs the applicable work. This work shall not be considered as time worked for the purpose of determining whether overtime rates apply.

3. The following shall be added to article 12 as a new section:

Monitoring of Employees Working Alone

Employees, who are required by the Employer to monitor employees who are working alone during their off duty hours, shall be paid at their applicable straight-time rate for a maximum fifteen (15) minutes for each day in which they actually perform such work. This work shall not be considered as time worked for the purpose of determining whether overtime rates apply.

4. Article 15.02(a)(i) shall be amended to read as follows:

The following provisions apply to regular employees who normally and regularly work twenty (20) or more hours per week:

Regular employees covered by this section [15.02(a)] shall be granted sick leave entitlement of three point five percent (3.5%) of the regular hours paid to the employee [maximum sixty-three (63) hours in any calendar year (Jan, — Dec.)]. This entitlement shall be usable for sick leave and for family responsibility leave under article 16.08(b). The hours of leave without loss of pay for a calendar year shall be advanced (recoverable by the Employer) to an employee.

Effective (insert date of Union ratification), the above sick leave entitlement shall be increased to four percent (4.0%) of the regular hours paid to the employee [maximum seventy (70) hours in any calendar year (Jan, — Dec.)].

Effective January 1, 2017 the above sick leave entitlement shall be increased to four and one-half percent (4.50%) of the regular hours paid to the employee [maximum seventy (70) hours in any calendar year (Jan, — Dec.)].

5. Article 15.05(c) shall be amended to read as follows effective (insert date of Union ratification):

Unused Bonus days may be carried over from one calendar year to the next, provided that all carried over bonus days must be used or paid out in the calendar year (Jan. – Dec.) in which they are carried over. (For example: an employee earns two (2) days effective January 1, 2015 as a result of not using any sick leave in 2014, and the employee does not take such bonus days as time off by December 31, 2015; the employee may then carry over these particular unused bonus days until December 31, 2016. If these particular bonus days are not taken as time off on or before December 31, 2016, they shall be paid out as at that date.)

6. Article 16.02 (a) shall be amended to read as follows:

In the event of death in a regular or temporary employee's immediate family the employee, upon notifying the Chief Librarian, shall be granted leave of absence, without loss of pay, for up to three (3) work days in the fourteen (14) calendar day period immediately following the death, provided that the Library Director may, at her/his discretion, allow an employee to take one (1) of his/her bereavement leave days outside of the fourteen (14) calendar day eligibility period when circumstances warrant.

7. Article 19 – Employee Benefits

- The life time maximum limit under the Extended Health Benefits Plan shall be increased to one million dollars (\$1,000,000) effective (insert date of Union ratification).
- Effective January 1, 2015 the combined Physiotherapy and Massage therapy cap limit shall be increased to \$300 per person per calendar year.
- Effective January 1, 2015 the percentage paid to regular employees who do not qualify for benefits specified in article 19.02 shall be increased to five and one-half percent (5.5%).
- Effective January 1, 2016 the combined Chiropractor and Naturopath cap limit

shall be increased to \$250 per person per calendar year



- Effective January 1, 2017 the EHB benefit shall be amended to add Orthotics coverage at the rate \$200 per person per calendar year.
 - Effective January 1, 2017 the percentage paid to regular employees who do not qualify for benefits specified in article 19.02 shall be increased to five and three quarter percent (5.75%).
8. The Letter of Understanding dealing with Accrued Sick Leave shall be amended to read as follows after which it shall be appended to the new collective agreement:

Re: Sick leave Accruals

1. Employees covered by article 15.02(a) may use the sick leave they earn under this article for the following purposes: (a) to cover the three (3) day waiting period prior to the commencement of Weekly Indemnity benefits; and/or (b) to "top-up" their Weekly Indemnity benefit level from the prescribed sixty-six and two thirds percent (66-2/3%) level to one hundred percent (100%).
2. Employees covered by Article 15.02(a) who have the hours that they normally and regularly work permanently reduced below twenty (20) hours per week, with the result that they are no longer covered by article 15.02(a) and they are then covered by article 15.02(b), shall be credited with those hours of unused sick leave that they accrued under article 15.02(a) from January 1st of the applicable year to the date that their hours were reduced.

They may then use such "credited" hours under article 15.02(b) as if they were earned under article 15.02(b) on the same basis as the sick leave entitlement that they subsequently earn under article 15.02(b), including the subsequent accrual of such hours if they are not taken as time off.

3. Employees covered by Article 15.02(b) who have the hours that they normally and regularly work permanently increased to twenty (20) hours per week or more, with the result that they are then covered by article 15.02(a), shall have the sick leave they earned under article 15.02(b) - including accrued sick leave "frozen". These employees have two options vis a vis such "frozen" sick leave:

Option 1: they may, on one time only basis, be paid-out for all (no partial pay-out) of such "frozen" sick leave at the rate of thirty percent (30%), less statutory deductions. (For example, if an employee had a frozen sick leave of 600 hours, the pay out would be 180 hours, less statutory

deductions).

Employees covered by this section (2) who wish to avail of this one-time only pay-out option, must indicate their desire to do so in writing within three (3) calendar days from the date that they become aware that their hours are being increased.

The requested payout will, at the Employer's option, be made on or before the first pay period in April of the following calendar year (Jan. – Dec.).

Employees who request such payout shall earn sick leave under article 15.02(a) from the date that they become eligible for coverage under that article.

Eligible employees who do not avail of this Option 1 are deemed to have selected Option 2.

Option 2: Eligible employees may transfer their "frozen" sick leave earned under article 15.02(b), so that such transferred sick leave may then be used for the same purposes as sick leave is used under article 15.02(a).

The amount of "frozen" sick leave that is transferred under this Option to the employee's credit for use under 15.02(a) may be used for the following purposes: (a) to cover the three (3) day waiting period prior to the commencement of Weekly Indemnity benefits; and/or (b) to "top-up" their Weekly Indemnity benefit level from the prescribed sixty-six and two thirds percent (66-2/3%) level to one hundred percent (100%).

9. Article 25 – Duration of the Agreement.

The renewal agreement shall be for a term of four years, effective January 1, 2014 and expiring December 31, 2017.

10. Wage Increases:

(a) General Wage Increases

- Effective January 1, 2014: All wage rates in Schedule "A" shall be increased by twenty-five cents per hour (\$0.25 per hour)
- Effective January 1, 2015: All wage rates in Schedule "A" shall be increased by one point three five percent (1.35%)

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- Effective January 1, 2016: All wage rates in Schedule "A" shall be increased by thirty-nine cents per hour (\$0.39 per hour)
- Effective January 1, 2017: All wage rates in Schedule "A" shall be increased by one point eight five percent (1.80%)

(b) Effective (date of ratification) the rate of pay for the Children's Assistant shall be increased so that it is equivalent to Administrative Assistant

AGREED in the Town of Gibsons BC this 22nd day of May 2014.

FOR THE LIBRARY

FOR THE C.U.P.E LOCAL 391

[Signature]
Maya...
[Signature]

Heather Doyle
[Signature]
[Signature]
Jana Houli
Alex Youngberg

1. Article 2.01(j) shall be amended to read as follows:

Layoff: is an Employer initiated temporary or indefinite cessation of active employment of an employee or a reduction of more than **twenty percent (20%)** in the regular hours of work of an employee.

2. Article 2.01(k) shall be amended to read as follows:

Immediate Family: spouse, child, parent, parent-in-law, guardian, **sibling, brother, sister**, grandchild or grandparent, or any ~~other~~ person who lives with the employee as a member of the employee's family.

3. Article 3.02 shall be amended to read as follows:

Exclusions shall be based on the definition of "employee" in the Labour Relations Code and as may be agreed by the Parties, or determined by the Labour Relations Board. The **Library Director and Confidential Secretary** shall be excluded from the bargaining unit.

4. Article 3.04 shall be amended to read as follows:

Newly hired bargaining unit employees shall become members of the Union within one pay period.

Articles 7.04(c) and 7.04(d) shall be amended to read as follows, after which the balance of this article shall be renumbered accordingly:

(c) Any letters of discipline or commendation shall not be entered into the file of that employee without the concerned employee being provided with a copy. The Employer shall notify the employee when adding **or removing** any other document to the file.

(d) An employee **or the employee's designate** shall have the right to examine the content of the file for that employee, in the presence of an excluded supervisor, at any reasonable time during normal office hours, upon 24 hours notice to the Employer. At the request of the employee, copies of any material in the file shall be provided at the employee's expense.

6. Article 8.03(a) shall be amended to read as follows:

Any grievance must be initiated at the informal step or at the specifically stated step within **twenty- one (21) calendar** days of the time the matter arose, or of when the **grievor** should have reasonably become aware of the matter arising.

7. Article 8.02(c) shall be amended to read as follows:

Step 2



If no settlement is reached at step 1, either of the Parties to this agreement may advance the grievance to step 2. The grievance shall be discussed by the **grievor(s)**, a grievance committee of the Employer and a grievance committee of the Union. Each Party may have additional persons present. From the time this step is commenced they shall have 14 days to settle the grievance at this step. The response to the grievance at this step shall be in writing.

Prior to proceeding to arbitration under Step 3, the Union may discuss the grievance with a member of the Board designated by the Board for this purpose. The Library Director shall be present at this discussion. In addition, the Board designate may have additional persons present at this discussion.

8. Article 10.03(b) shall be amended to read as follows:

Such notice shall contain, but need not be limited to, the following information:

- qualifications required;
- skill, knowledge, ability, and experience required;
- current rate of pay;
- current hours and days of work;
- whether the position is regular or temporary;
- deadline for applications.
- **In the case of temporary assignments, the expected length of such assignment (subject to change)**

9. Article 10.05(b) shall be amended to read as follows:

During the trial period, in the event the employee chooses to return to the employee's former position, or is judged to be unable to perform the duties of the new classification or to be unsuitable, except in the case of **disciplinary** demotion, the employee shall be returned to the employee's former position. However, if the trial period results from bumping the employee shall be laid-off. Any other employee promoted or transferred as a result of the appointment, shall also be returned to the employee's former position; and any employee who may have been hired shall be terminated without notice.

10. Article 11.01 shall be amended to read as follows:

When it is necessary to reduce staff, the order of layoff shall be in reverse order of **bargaining-unit seniority, provided that the employees to be retained in employment have the qualifications, experience, skill and ability to perform the work that remains after a brief period of familiarization.**

11. Article 13.01 shall be amended to include **Family Day** in the list of general holidays.

12. The following shall be added Article 23.01 as a new subsection (d)

For purposes of this Agreement, Harassment includes bullying

13. A new Letter of Understanding shall be entered into in the following terms:

Respectful Workplace Policy

This letter is appended to the 2014 – 20XX collective agreement and shall expire coincidentally with the expiry of that agreement unless it is renewed by the parties. The Employer shall create a Respectful Workplace Policy during the term of the 2014 – 20XX collective agreement and shall consult with the Union regarding such policy within six (6) months following (insert date of Union ratification). **This Policy shall be finalized within nine (9) months of (insert date of Union ratification).**

14. A new Letter of Understanding shall be entered into in the following terms:

Employees Working Alone

This letter is appended to the 2014 – 20XX collective agreement and shall expire coincidentally with the Expiry of that agreement unless it is renewed by the parties.

In light of the concerns raised by the Union regarding employees (including Grant employees) working alone when the Library is closed, the parties agree to discuss the **matter of employees working alone** in the Joint Health and Safety Committee **pursuant to the applicable provisions of the WorkSafe BC Occupational Health and Safety Regulations.**

15. The Letter of Understanding re: Grant Employees shall be amended so that these employees are paid not less than \$3.50 above the grant rate plus vacation and holiday pay, after which the letter as amended shall be appended top the 2014 – 20XX Agreement.

16. General Housekeeping

The parties shall perform any and all "general housekeeping" required to the renewal collective agreement, at the time of preparing the legal documents for execution. The purpose of this "general housekeeping" is to ensure that amendments resulting from collective bargaining do not create ambiguities elsewhere in the renewal collective agreement, to correct and improve the language and grammar used, or to more accurately reflect the original intent of the parties, provided that any change resulting from this undertaking will not change original intent in way, and each such change is specifically agreeable to both parties.

Without limiting the generality of the above undertaking, the following housekeeping amendments shall be made:

- Removal unnecessary effective dates
- Change "Chief Librarian" to "Library Director" throughout the Agreement
- Amend Schedule "A" to remove the new classification section and reference to the former wage increase sections