

2016

MEMORANDUM OF AGREEMENT

Between the

BURNABY PUBLIC LIBRARY

(hereinafter called “the Board”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(hereinafter called “the Union”)

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE BURNABY PUBLIC LIBRARY BOARD (HEREINAFTER CALLED “the Board”), AGREE TO RECOMMEND TO THE BURNABY PUBLIC LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23 (HEREINAFTER CALLED “the Union”), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (HEREINAFTER CALLED THE “new Collective Agreements”), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions:**

All of the terms of the 2012 – 2015 Collective Agreements continue except as specifically varied below by paragraphs 2 to 21 both inclusive.

**2. Term of Agreement:**

The term of the new Collective Agreement shall be for four (4) years from 2016 January 01 to 2019 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:**

Effective 2016 January 01, all hourly rates which were in effect on 2015 December 31 shall be increased by one point five percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2017 January 01, all hourly rates which were in effect on 2016 December 31 shall be increased by one point five percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2018 January 01, all hourly rates which were in effect on 2017 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2019 January 01, all hourly rates which were in effect on 2018 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

**4. Conversions:**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Board and the Union agree to the following conversion:

- Lucia Castillo                      Librarian 1                      from RPT to RFT status
- It is understood that this is a permanent position and that, when an incumbent vacates the position, it will be posted and filled in accordance with the collective agreement. This clause does not preclude the application of the existing conversion process in the 3<sup>rd</sup> and 4<sup>th</sup> year of this agreement.
- The incumbent shall receive the position/status without posting and the probationary period will be considered as served.

**5. Extended Health and Dental:**

**Dental Benefits**

Effective January 1, 2017, the Board and the Union agree to amend Clause 10.2 (c) to include coverage for white fillings as part of Plan "A".

**Generic Drugs:**

The Board and the Union agree to add a clause to Article 10.3 as follows:

(g) Effective January 1, 2017 the plan will reimburse drug expenses based upon mandatory generic pricing; except where the employee's physician provides confirmation of no generic substitution on the prescription.

**Education:**

While not to be included in the Collective Agreement, the Board and the Union agree that strategies will be looked at to provide staff with greater knowledge and a greater understanding of the Extended Health Benefits for which they are covered.

**6. Direct Deposit:**

The Board and the Union agree to amend Clause 10.4.7 to "all employees shall be enrolled in the direct deposit system" and to remove the second sentence. The parties agree to work jointly to transition existing employees to direct deposit within ninety (90) days of ratification of the Collective Agreement.

**7. Training Opportunities/Succession Management:**

The Board and the Union agree to establish a joint committee comprised of six (6) members, three (3) members from each party (City and Library combined). The committee will be tasked with identifying positions that may be suitable for career advancement training opportunities and developing a plan for implementation. The committee shall meet with sixty (60) days of ratification and shall produce a Letter of Understanding within six (6) months of meeting.

It is further agreed that the Committee members for each party may be adjusted depending upon the nature of the topic/issue being discussed.

**8. Acting Pay:**

Effective January 1, 2017, the Board and the Union agree to amend Clause 7.4 Pay for Acting in a Senior Capacity as follows:

".....shall be paid for every hour, subject to a four (4) hour minimum each day that the employee carries out the duties....."

**9. Auxiliary, Regular Part-Time and Temporary Full-Time Seniority Porting to Regular Full Time:**

Effective date of ratification of the Collective Agreement, The Board and the Union agree to a modification of Clause 6.1.2 (b) and 6.1.3 (b) to reflect the following:

“Time worked . . . and not for other benefits, with the exception of vacation which will be calculated based upon auxiliary seniority hours achieved. Auxiliary and Regular Part-Time staff will receive fifty percent (50%) credit towards their next vacation date up to a maximum of three (3) years credit.

While not to be included in the Collective Agreement, the above modification will not be introduced retroactively.

Temporary Full-Time employees will receive credit towards annual vacation entitlement based upon TFT seniority achieved.

#### **10. Staff Hours - Sundays:**

The Board and the Union agree to adjustments in hours of work under clause 4.1(d) 2 as follows:

- (a) up to six (6) hours for employees performing building service duties
- (b) up to six and a half hours (6.5) for employees performing computer operation and branch opening duties; and
- (c) up to six (6) hours for all other employees

While not to be included in the Collective Agreement, the Chief Librarian will provide a letter to the Union prior to ratification committing to the extension of hours on Sunday only between 11 a.m. and 5 p.m.

#### **11. Pilot Recruitment:**

While not to be included in the Collective Agreement, the Board and the Union agree to a pilot project, as outlined below, during the term of the agreement to enable the senior capable applicant to be confirmed in the position, subject to the successful passing of skill tests applicable to the classification and providing that there are no current performance or safety infractions.

- Building Service Worker
- Library Clerk 2

#### **12. Job Evaluation Disputes:**

The Board and the Union agree to establish a Joint Job Evaluation Committee comprised of (6) members; three (3) members from each party (City and Library combined). The main purpose of the Committee will include, but is not limited to:

- Review and update the language within the Job Evaluation agreement (1979) to reflect current practices.

- Review/resolve outstanding reclassification value disputes (internal comparators only).
- Should the Committee be unable to gain consensus, Step 4 and 5 of the grievance procedure shall apply.

It is further agreed that the Committee members for each party may be adjusted depending upon the nature of the topic/issue being discussed.

**13. Supervisory Premium (Library Clerk 2):**

Effective the date of ratification, the Board and the Union agree to amend Clause 7.4 to include a new section establishing a premium for Library Clerk 2s who, in the absence of more senior clerical staff, perform the duties of the Library Clerk 3 for a minimum of four (4) hours worked in that capacity.

The premium will be one (1) dollar per hour subject to a minimum of four (4) hours worked in a day.

**14. Regular Part Time Staff – Vacation:**

The Board and the Union agree to amend Clause 8.1 to include the following:

“While Regular Part Time staff are compensated a percentage of earnings in lieu of vacation, effective January 1, 2017 they will be eligible to take up to fifteen (15) shifts of unpaid vacation leave in a calendar year. These shifts cannot be accrued or banked for use in future years”. This agreement is specific to Library RPT staff only.

**15. Early Retirement Bank:**

The Board and the Union agree to amend Clause 8.3 as follows:

Effective the date of ratification: “at the commencement of the sixteenth (16<sup>th</sup>) year of employment, Professional Librarians shall be entitled to defer up to 5 days per year of annual vacation into an early retirement bank.

**16. Librarians (RFT) – Shift Differential:**

Effective, the date of ratification, the Board and the Union agree to amend Clause 7.6 to include the provision of shift differential, at eighty-five (85) cents per hour, for Regular Full Time Librarian 1 and Librarian 2 for the hours worked between 6:00pm and 9:00pm.

**17. Job Postings**

The Board and the Union agree to amend Clause 5(a) as follows:

All staff vacancies shall be boarded for ten (10) calendar days.

**18. Safety Work Boot Allowance:**

The Board and the Union agree to amend Clause 7.13(a) as follows:

- (a) Effective January 1, 2017, the reimbursement amount shall increase to \$100.00.

**19. Housekeeping:**

Effective 2016 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreements, shall be included in those new Collective Agreements. Such items also include:

- (a) Delete expired effective dates and related transitional wording;
- (b) Update wage schedules, notes and related Letters of Understanding to reflect changes to class titles and rates of pay in effect when the new Collective Agreements are drafted;
- (c) Any other mutually agreed housekeeping changes made during the drafting of the new Agreements.
- (d) Annual Vacation Entitlement – Professional Librarian (8.1(a) 2 to read the same as 8.1(b) 6).

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination, or at that percentage of wages earned during the calendar year set by the “Employment Standards Act”, whichever is greater.

**20. Drafting of New Collective Agreements:**

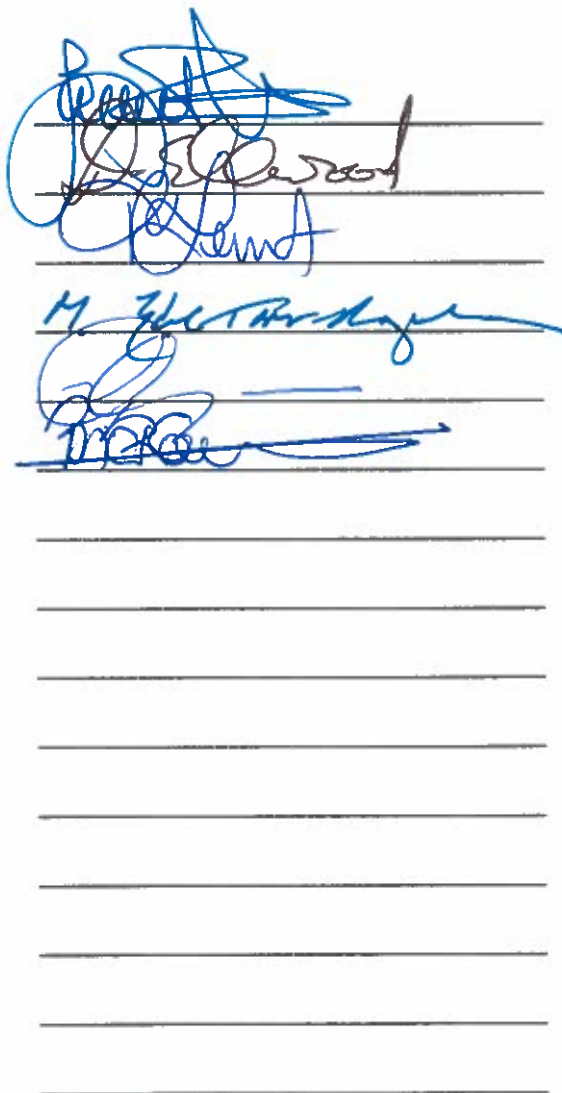
The Board and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreements together with a sentence referencing its effective date.

**21. Ratification:**

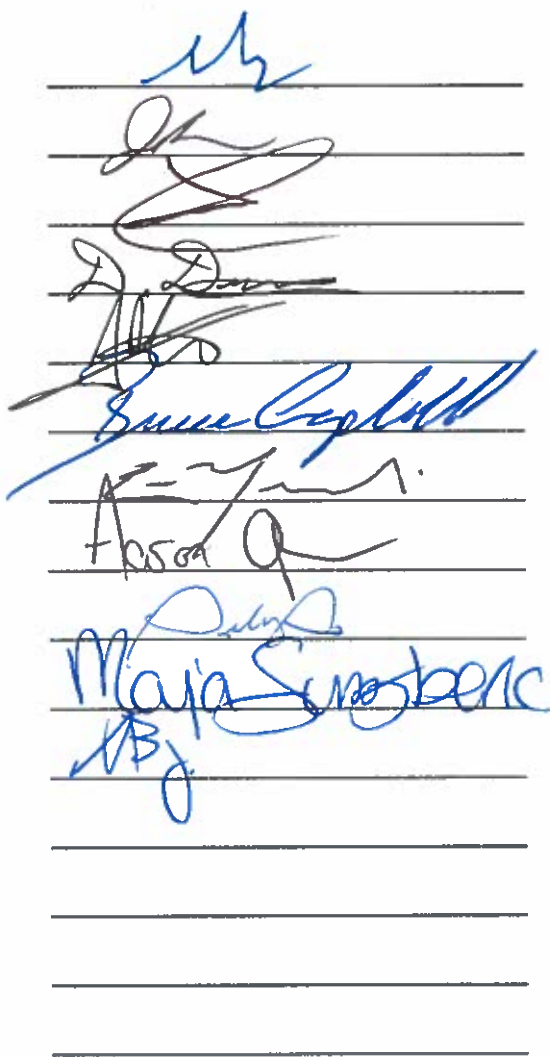
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of agreement is signed.

Signed this 4<sup>th</sup> day of AUGUST, 2016

BARGAINING  
REPRESENTATIVES  
FOR THE BOARD



BARGAINING  
REPRESENTATIVES  
FOR THE UNION



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