

MEMORANDUM OF AGREEMENT

Between

VANCOUVER ISLAND REGIONAL LIBRARY

("VIRL" or the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401

("CUPE" or the "Union")

WHEREAS the undersigned agree to recommend to their principals the provisions listed below for inclusion or removal of specified language in the renewal of the January 1, 2015 to December 31, 2020 Collective Agreement between the parties.

AND WHEREAS no other provision of the Collective Agreement shall be amended, save and except for those listed below. It is understood that non-acceptance of the contents of this Memorandum by either of the said principals shall nullify the agreement and positions established herein.

AND WHEREAS the contents of this Memorandum shall become effective upon positive outcome of the stated ratification procedures undertaken by their respective principals.

AND WHEREAS the following additional notable changes will be made:

- The Collective Agreement shall be amended to reflect appropriate renewal dates.
- The Collective Agreement will be updated to reflect gender neutrality.
- Articles and Letters of Understandings will be renumbered or assigned as required.

E. & O. E.

Article 5 Union Security

Article 5.03

The Employer will prepare and deliver to the Union, on a bi-annual basis, a list of employee contact information. Details provided will be consistent with the information that would have been provided on the Union Check-off Form.

Article 8 Correspondence

Article 8.01

All correspondence between the Union and the Employer shall pass to and from the President of the Union and the Director or designate. The 2nd Vice-President of the Vancouver Island Regional Library and the 1st Vice-President of CUPE Local 401, and the Union Office shall be provided with a copy of correspondence from the Employer. This information will be forwarded to the Union in an electronic format, with a hard copy being forwarded if necessary.

Article 15 Seniority

Article 15.04

Discretionary hours that become available at a particular work location, shall be scheduled so as to best meet operational requirements. When the Employer makes part or all of these hours available to the current part-time staff at that location, it shall endeavour to offer such work to those part-time employees with the required knowledge, skill and ability who are available, in seniority order, provided that the existing permanent schedules at the location are not disrupted.

For purposes of this section, "discretionary hours" represent additional hours which are over and above the established scheduled hours at the location or hours which become temporarily available as a result of the absence of another employee from the location. Should a shift longer in duration become available it will be offered to the senior part time employee who is either scheduled to work or accepted a shift of less duration, at their home branch, for the same day. The employees must be of the same Group.

Employees must inform the Employer if they are available to accept longer shifts. **Employees filling temporary part-time positions in the branch will be included under this Article.**

Article 15 Seniority

Article 15.05

- a) Where discretionary hours have been offered to an employee and that employee has accepted them, VIRL may cancel the shift provided when at least 24 hours' notice is given to the employee. If less than 24 hours' notice of a cancellation is given, the employee will be fully paid for the hours that were cancelled.

The parties agree the above will not apply in the case of emergency closures and will reference Article 31.

- b) Effective on ratification of this Agreement, Casual employees who have declined offered shifts and not worked in any six (6) consecutive calendar months shall be removed from the seniority list and terminated. Casual Employees who have indicated their availability for work but who have not been offered any discretionary hours or are absent on any approved leave or protected leave during the same six (6) month period shall not be negatively impacted.

Casual employees may indicate that they are unavailable for a (thirty) 30 calendar day period without approval for a leave of absence. These 30 day leave periods of unavailability shall not be consecutive. Employees are required to update their availability immediately preceding the expiry of their 30 day leave period. Employees who fail to update their availability will be deemed to have abandoned their employment and be terminated within 10 calendar days.

The thirty (30) calendar day period where retiring employees are required to be inactive from their employment for the purpose of calculating pension benefits shall not be included in any of the time parameters outlined above.

Article 16 Promotions and Staff Changes

Article 16.01

- a) Where vacancies occur or new positions of a permanent nature are created, or a present position has the weekly hours increased by more than **twenty-five percent (25%)**, or a present position is increased in weekly hours that result in achieving benefit level, a notice thereof outlining the position, classification, and qualifications required shall be posted in work locations at least two (2) weeks prior to the advertisement being made public.
- b) Maintain Current Language.
- c) **The successful candidate to a temporary posting will be recognized as having a home branch for the purposes of Article 15.04 for the duration of the position.**

Article 17 Lay Off and Recall

Article 17.01

- a) A layoff shall be defined as a termination of employment or a reduction in an employee's regular weekly schedule by more than ten (10%) or any reduction resulting in loss of benefits, or an increase in weekly hours of more than **twenty-five percent (25%)**, or if the increase results in achieving benefit level as stated in Article 16.01 a).
 - i) **If there is a reduction in schedule by more than ten percent (10%), the incumbent may choose to accept the new position or accept the layoff.**

b) Maintain Current Language.

c) Maintain Current Language.

Article 17 Lay-Off and Recall

Article 17.03

- a) Maintain Current Language.

- b) An employee who has given notice to bump must be prepared to take up the duties of the new position within thirty (30) calendar days of giving such notice. Failure to meet this commitment will result in the bump being cancelled and the employee losing their bumping rights. **The timeline may be extended by mutual agreement.**
- c) Maintain Current Language.

Article 17 Lay-Off and Recall

Article 17.05

Employees on lay-off shall be able to exercise their seniority in applying for vacancies or new positions that become available. No new employees will be hired until every employee on lay-off has been offered recall in order of their seniority. However, employees on recall shall have the right to refuse recall and remain on the recall list for a period of eighteen (18) months from the last day of work. **Job postings will be posted on the Intranet for the information of all employees on lay-off.**

Article 21 Statutory Holidays

All Statutory Holidays, hereafter enumerated, so declared by the Provincial or Federal authorities, shall be granted with pay to all full-time employees:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

Article 22 Vacations

Article 22.07 Vacation Entitlement on Termination

When the employment of an employee terminates for any reason after that employee has taken their annual vacation entitlement in any year, the employee shall be required to repay to the Employer an amount equal to the vacation taken but not earned. An adjustment shall be made to the employee's final pay cheque in order to recapture such overpayment.

Employees who receive notice of layoff can elect to have their accrued vacation entitlement paid out on the pay period following their last day worked in that position.

Article 23 Sick Leave Provisions

Article 23.07 Family Illness Leave

Where no one other than the employee can provide for the needs during illness/injury of the employee's children, spouse or parent, the employee shall be entitled, after notifying the Employer, to report an absence of five (5) accumulated sick leave days per year to care for the employees' children, spouse or parent.

Article 24 Leave of Absence

Article 24.01 Union Business

- a) Maintain Current Language.
- b) Maintain Current Language.
- c) Any employee who is elected or selected for a position with the Canadian Union of Public Employees, CUPE B.C. Division, the B.C. Federation of Labour or the Canadian Labour Congress or who is elected to public office, may be granted leave of absence by the Employer for a period of up to 24 months. Such leave may be renewed each year during their term in office.
 - i) The Employer may determine to temporarily replace the employee for the absence for up to 24 months;
 - ii) Should the leave be extended beyond the initial 24 month period, the Employer may determine to permanently replace the employee. As soon as the leave ends, should the employee wish to return to their employment, the employee will be offered a comparable position with the same total weekly hours, at the current rate of pay associated with their previously held position. Except in the case of a workforce reduction or permanent closure, in which case the employee may choose to exercise their seniority as identified under Article 17.
 - iii) Employees shall not accrue sick leave during any period of leave set out in this Article and vacation will be deemed to have been taken in full, on an annual basis. All accrued entitlement banks will be frozen while the employee is on such leave.
 - iv) Benefit coverage will continue during this leave. The cost of benefits and vacation leave earned but not taken during the absence will be reimbursed by the union.

Article 24.02 Bereavement Leave

- a) (i) In the event of the death of a member of an employee's immediate family, the employee shall be granted leave with pay on the five (5) scheduled working days that fall within a reasonable period following the death. In addition, the employee shall be granted two (2) working days for travel or making funeral arrangements when necessary. Immediate family is defined as spouse, mother, father, brother, sister, children (including stepchildren), parents-in-law, son-in-law, daughter-in-law, stepparents, common-law spouse, grandparents and grandchildren.

(i)(i) In the event of the death of employee's **sister-in-law** or **brother-in-law** the employee shall be granted one (1) scheduled working day off that falls within a reasonable period following the death.
- b) Maintain Current Language.

Article 24.04 Pregnancy Leave

- a) An employee, on written request for pregnancy leave, is entitled to a leave of absence from work, without pay, for a period of **eighteen (18) weeks** or a shorter period the employee requests, commencing **no earlier than thirteen (13) weeks** immediately before the estimated date of birth or a later time the employee requests.

Article 24.05 Parental Leave

- c) A parent who takes leave under Article 24.04 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, is entitled to up to **sixty-one (61) consecutive weeks** of unpaid leave.
 - 1. In the case of the birth parent, unless the employer and employee agree otherwise, the leave must commence immediately after the end of the leave taken under Article 24.04.
 - 2. In the case of the non-birthing parent, other than an adopting parent, following the birth of the child or children, and within the **seventy-eight (78) week** period after the birth date of the new born child, the non-birth parent is entitled to up to **sixty-two (62) weeks** of unpaid leave.
 - 3. In the case of an adopting parent, up to **sixty-two (62) consecutive weeks** of unpaid leave, which must begin within **seventy-eight (78) weeks** after the child or children are placed with the parent.

Article 24.06 Combined Maternity and Parental Leave

Notwithstanding Articles 24.04 and 24.05 sections (a) and (c), an employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of **seventy-nine (79) weeks**. **Entitlement to leave shall be consistent, at a minimum, with Section 50 and Section 51 of the Employment Standards Act.**

Article 24.13 Education Leave

Employees may request unpaid education leave to a maximum of **two (2) years**, approval for which shall not be denied by the Employer without just cause, provided the course of study will be of benefit to the Employer or is directly related to the employee's current or future employment with the Employer. **However, the Employer reserves the right to limit the number of employees away from the workplace under this Article.** Courses longer than one (1) year shall be considered at the Employer's discretion.

Article 24.14 Domestic Violence

- a) **Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same-sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.**

- b) Where necessary, employee's experiencing domestic violence should speak [in confidence] with human resources or a union steward. Employees shall be entitled to paid and unpaid leave as defined by the Employment Standards Act Section 52.5.

Article 28 Employee Benefits

Article 28.01 Coverage

Maintain current language.

Article 28.02 Medical, Dental and Extended Health Benefits

Medical, Dental coverage and the Extended Health Benefits Plan through the Benefits Provider(s) shall be made available to all employees, pursuant to the conditions of the agreement between the Benefits Provider(s) and the Employer.

The Employer shall pay one hundred percent (100%) of the premium cost for basic medical, dental, and extended health benefit plans. (See Article 28.01)

Coverage for eligible employees, as detailed in Article 28.01 is summarized as follows:

Extended Health Care	80% Reimbursement Deductible: \$50 per person or family each calendar year.
Vision Care	Eligible expenses associated with vision care [in a 24 month period] includes up to \$75 reimbursement for eye exams, in addition to a maximum of \$500.00 for corrective lenses, frames or contact lenses. This option will be subject to the same deductible amount and percentage payment as the other portions of the Extended Health Benefit. (Safety goggles and sunglasses plain or prescription are not included.)
Dental	Plan A – Basic Services 90% Plan B – Major Restorative Services 60% Plan C – Orthodontics 50% to a maximum of \$3500 per member, spouse or dependent
Practitioners and professional services	Professional Services of the following practitioners shall be reimbursed up to \$500 per calendar per year, per practitioner: Acupuncturist, chiropractor, massage practitioner, physiotherapist, podiatrist, psychologist, speech language pathologist. (Excluding appliances and tray fees.) This benefit will be subject to the same deductible amount and percentage payment as the other portions of the Extended Health Benefit.

Explicit details on all coverages should be referenced in the appropriate benefits booklet prepared by the insurance carrier.

~~The Employer will contract to amend the conditions of the Agreement with the Benefits Provider(s) to provide maximum Orthodontic coverage under the Extended Health Benefit of \$2,500.00.~~

~~The Employer will contract to amend the conditions of the Agreement with the Benefits Provider(s) to provide Dental Plan improvements as follows:~~

~~—— Plan "A" — 90%~~

~~—— Plan "B" — 60%~~

~~The Employer will contract to amend the Extended Health Benefit Agreement with the Benefits Provider(s) to add vision care. The vision care option will apply to charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable under this plan shall be \$400.00 per person in two (2) calendar years. This option will be subject to the same deductible amount and percentage payment as the other portions of the Extended Health Benefit. (Safety goggles and sunglasses plain or prescription are not included.)~~

Article 31 Emergency Closures

Article 31.01 Temporary Suspension of Work

If the closure results in a temporary suspension of work, employees will continue to be paid for regularly scheduled hours of work for up to three (3) consecutive business days.

Emergency closures exceeding three (3) consecutive business days may result in redeployment. Employees may experience loss of earnings where a temporary emergency closure exceeds three (3) business days.

Article 36 Term of Agreement

The term of this Agreement shall be two (2) years from January 1, 2021-December 31, 2022.

Letters of Understanding and Letters of Agreement shall be renumbered and consistently labelled.

A. Letter of Understanding #1 Re: Shipper Receivers – Hours of Work	Renew
B. Letter of Understanding #2 Re: Amalgamation with Other Employers	Renew
C. Letter of Understanding #3 Re: Level 1 First Aid Attendant	Amend – As Attached
D. Letter of Understanding #4 Re: Health & Welfare Benefits for less than ½ time Employees	Renew
E. Letter of Understanding #5 Re: Bi Weekly Scheduling in Branches	Delete
F. Addendum to LOU #5	Delete
G. Letter of Understanding #6 Re: CUPE Pacific Blue Cross, In-Province Eligible Expense Coverage: Section 4 Practitioners	Delete – See Article 28.02
H. Letter of Agreement #1 Re: Job Evaluation	Delete
I. Letter of Agreement #2 Re: Circulation Supervisor Training	Amend – As Attached
J. Letter of Understanding – COVID Workforce Agreement	Delete

Wages

January 1, 2021	2% general wage increase across all classifications
January 1, 2022	2% general wage increase across all classifications

Letter of Understanding #3

Re: VIRL – Level 1 First Aid Attendant

The Parties agree to the following:

1. Where dictated by WorkSafe BC a First Aid Attendant will be on duty.
2. VIRL will be responsible for the Workers' Compensation Board course costs associated with First Aid Attendants' certificates.
3. One attendant will be on duty at any one time.
4. The duty roster will be posted and the responsibility rotated equitably between the Attendants.
5. A premium of **fifty cents (\$0.50)** per hour shall be paid to the Attendant on duty and shall not be retroactive.
6. The premium will be paid only for those hours when the employee is scheduled for First Aid duty.
7. The First Aid Attendant must be a full time, thirty-five (35) hours per week employee.

LETTER OF AGREEMENT # 2

Re: Circulation Supervisor Training

- ~~1. The parties agree that within 90 days of the conclusion of bargaining, the parties will meet to discuss and agree on a Circulation Supervisor training program.~~
- ~~2. The Circulation Supervisor training will be offered as required and/or every 18 months unless mutually agreed and will be based on the following:
 - ~~a. A Call for Applicants will be issued for the 5 pools, as defined in Article 16.09 a) i) 7.~~
 - ~~b. The eligibility number of accepted applicants will be limited to 12 per session and based on seniority within the pools firstly and secondly overall.~~~~
- ~~3. The Parties agree to have a Circulation Supervisor training plan and agenda in place within 6 months of the last meeting.~~

1. Beginning June 1, 2022 on-line Circulation Supervisor Training will be available to all employees via Niche Academy.
2. On an annual basis, beginning January 1, 2023 employees who successfully complete the on-line training before December 31st of the previous year, may apply (before March 31st) to be considered for on-the-job training.
 - a. Successful completion of on-line training is defined as a 70% passing grade.
3. Applicants will be chosen for on-the-job training based on seniority, as follows:
 - a. **Masset, Queen Charlotte, Port Clements, Sandspit (1)**
 - b. **Port Hardy, Port Alice, Port McNeill, Sointula, Woss (1)**
 - c. **Campbell River, Gold River, Tahsis, Sayward, Quadra Island, Cortes Island (1)**
 - d. **Courtenay, Comox, Hornby Island, Cumberland, Union Bay (1)**
 - e. **Port Alberni, Ucluelet, Tofino Qualicum Beach, Parksville, Bowser (3)**
 - f. **Nanaimo North, Wellington, Harbourfront, Ladysmith (2)**
 - g. **Chemainus, Cowichan, Lake Cowichan, South Cowichan (3)**
 - h. **Sooke, Sidney (2)**
4. On an annual basis, branches that have a Library Manager on-site may host a 28 hour practicum between May 1st and October 31st and will provide a practicum assessment to the employee, their direct supervisor and the Circulation Coordinator.
5. The Circulation Coordinator and the Growth & Development Advisor will review the on-line training and practicum assessment to determine if applicants have successfully completed the Circulation Supervisor Training.
6. The Circulation Coordinator and the Growth & Development Advisor will advise both the employee and the Scheduling Department of the newly eligible employees who are able to accept temporary Circulation Supervisor Assignments.
7. Employees who have not accepted a Temporary Circulation Supervisor for more than 36 months (before June 1, 2022) will be required to complete the on-line assessment within 180 calendar days of same or will be disqualified.
8. A valid BC driver's license may be required in some locations.

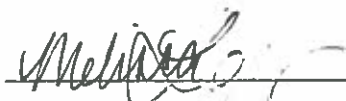
Signed this 21st day of September, 2021.

For the Canadian Union of Public Employees,
Local 401

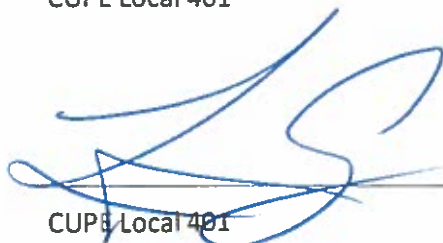
For Vancouver Island Regional Library



CUPE Local 401



Director, Library Services & Planning



CUPE Local 401



Director, Human Resources



CUPE Local 401



Human Resources Advisor