

2022

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER DISTRICT PUBLIC LIBRARY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE NORTH VANCOUVER DISTRICT PUBLIC LIBRARY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTH VANCOUVER DISTRICT PUBLIC LIBRARY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2022 January 01 to 2024 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 Wage Increases

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31st shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by four and one half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (d) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Inflationary Support Payment

- (a) The Employer and the Union agree to a one-time inflationary support payment of three and one half percent (3.50%) of their new 2022 base hourly rate of pay, for all employees who were employed as of January 01, 2022 (less applicable statutory deductions) and are active employees at the time of ratification of this Memorandum of Agreement. The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.
- (b) In recognition of the special circumstances related to housing and transportation, the Employer and the Union agree to an additional one-time support payment of one percent (1.00%) of their new 2022 base hourly rate of pay, for all employees who were employed as of January 01, 2022 (less applicable statutory deductions) and are active employees at the time of ratification of this Memorandum of Agreement. The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

5. Article 8.3(b) – Extended Health Care Plan

Effective January 01, 2024, the Employer and the Union agree to amend Article 8.3(b) to read as follows:

“(b) Extended Health Care Plan

- (1) Regular Full-Time Employees who are eligible for coverage under the Extended Health Care Plan shall, effective the first (1st) day of the month following commencement of employment, be covered under the Extended Health Care Plan.
- (2) The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:
 - (a) eye exams to a maximum payable **up to the reasonable and customary limits** of the plan of one hundred **and twenty five** dollars (\$125.00) per person, every twenty-four (24) month period;
 - (b) a vision care option of four hundred and fifty dollars (\$450.00) per person, payable per twenty-four (24) month period;
 - (c) hearing aids to a maximum payable of seven hundred dollars (\$700.00) per adult/one thousand one hundred dollars (\$1,100.00) per child in a sixty (60) month period;
 - (d) orthopedic shoes (maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year), diabetic equipment and supplies, ostomy supplies;
 - (e) massage practitioner and physiotherapist services to a combined maximum of seven hundred dollars (\$700.00) per calendar year;

chiropractor and naturopath services to a combined maximum of three hundred dollars (\$300.00) per calendar year; acupuncture treatments to a maximum of two hundred dollars (\$200.00) per calendar year and podiatrist services to a maximum of three hundred fifty dollars (\$350.00) per calendar year;

- (f) The Extended Health Care Plan has an annual deductible of one hundred dollars (\$100.00) and a lifetime maximum of one million dollars (\$1,000,000) per person.
- (g) **Clinical Psychologists, counsellors, or other mental health services eight hundred dollars (\$800.00) per person per calendar year.**

(3) The Employer shall pay **one hundred percent (100%)** of the premium."

6. **Article 8.3(c) – Dental Care Plan**

Effective the first day of the month following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8.3(c) to read as follows:

"(3) The Employer shall pay **one hundred percent (100%)** the premium."

7. **Article 8.13 – Domestic or Sexual Violence Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 8.13 to read as follows:

"The Employer and the Union jointly recognize that employees who experience domestic or sexual violence may need increased support to attend medical appointments and to make the life changes necessary to protect their health and safety. With that recognition in mind, employees who are eligible for domestic or sexual violence leave under the *Employment Standards Act* of British Columbia as amended, will be entitled to up to an additional five (5) paid leave days from work each year to seek medical attention, counselling or other social or psychological services, to seek legal advice, to seek law enforcement assistance, or to seek alternative housing. Employees may take these paid leave days in full or partial days and the paid leave days do not need to be taken all at once."

8. **Article 9.4(a) – Public Holidays**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 9.4(a) to read as follows:

- "(a) All full-time employees shall be entitled to a holiday with pay on the following Public Holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

	Boxing Day
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and any other day proclaimed by both the District of North Vancouver Council and the Library Board to be a civic holiday."

9. Article 10.1(e) – Bereavement Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10.1(e) to read as follows:

- "(e) Upon application to, and upon receiving the permission of the Director of Library Services or designate, a full-time employee who has completed six (6) months of service may be granted leave of up to **one (1)** day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) above."

10. Article 11(i) – Right to Representation

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 11(i) to read as follows:

- "(i) **An employee who is called into a meeting that will reasonably result in a written warning or more serious discipline will be advised of their right to have a steward or other Union designate present."**

11. Article 18 – Respectful Workplace

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 18 to read as follows:

"18. Respectful Workplace

The Employer and the Union agree that all forms of bullying, harassment, and/or discrimination are unacceptable and will not be tolerated. A workplace free of bullying, harassment, or discrimination will be supported by Employer policies which all employees will be made aware of and provided education and training in accordance with those policies."

12. Letters of Understanding

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following:

- (a) Renew all other Letters of Understanding.

13. Housekeeping

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) Update Collective Agreement, including classification titles, with gender neutral language;

- (b) Update Schedule "A";
- (c) Replace colonial terms throughout the Collective Agreement;
- (d) Delete expired effective dates; and
- (e) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

14. 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 a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

15. Retroactivity

For clarity, unless otherwise expressly stated in the Memorandum of Agreement, any changes to the Collective Agreement are only made effective from the date of ratification onwards and carry no retroactive effect.

16. Ratification

The parties expressly agree that, upon the completed signing of the 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 this Memorandum of Agreement is signed.

DATED this 24 day of Novemeber, 2023 in the District of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

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