

**MEMORANDUM OF AGREEMENT**  
**Between**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387 (“Union”)**  
**AND**  
**THE NEW WESTMINSTER PUBLIC LIBRARY BOARD (“Employers”)**

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This Memorandum of Agreement is submitted on a without prejudice basis, subject to errors and omissions. This Agreement is subject to ratification by the New Westminister Public Library Board.

The contents of this Memorandum of Agreement shall not prejudice or set precedent for the next round of collective bargaining upon expiry of the CUPE, Local 387 Collective Agreement on 2015 December 31.

Any terms and conditions of employment not covered in this Memorandum of Agreement shall be in accordance with the provisions of the CUPE, Local 387 Collective Agreement between the City of New Westminister, the New Westminister Police Board and CUPE, Local 387 that expires on 2015 December 31.

**Effective Date:**

Unless otherwise specifically noted, all agreed provisions outlined in this Memorandum of Agreement shall take effect on the first day of the pay period following the signing by both Parties of this Agreement.

**Expiry Date:**

Unless otherwise specifically noted, all agreed provisions in this Memorandum of Agreement shall expire upon the expiry of the CUPE, Local 387 Collective Agreement on 2015 December 31.

**Provisions of the Memorandum of Agreement:**

**1. Article 1.1 - Coverage**

Remove reference to New Westminister Public Library Staff Association.

**2. Article 3 - Seniority**

Article 3.2 b) i) – The effective date shall be 2013 August 17

Article 3.2 b) iv) – Library Auxiliary Employee’s seniority will be lost as a result of a break in service with the Employer which exceeds six (6) months.

Article 3.2 b) vi) – Add Library to class seniority list.

**3. Article 4.2 (a) - Posting of Positions and Filling Vacancies**

Add classification of Shelver.

**4. Article 4.4 - Hours of Work – Non-Standard (Inside)**

Non-standard hours of work for Inside Employees shall apply to all Regular Full-Time and Regular Part-Time Library employees in the job classifications of Librarian 2, Librarian 1, Library Assistant 4, Library Assistant 3, Library Assistant 2, Library Assistant 1 and Shelver.

The normal work schedule shall be any five (5) days in a seven (7) day work week.

The normal daily hours of work for employees in the above noted job classifications shall be any seven (7) consecutive hours, exclusive of a one (1) hour or one half (0.5) hour unpaid meal period, scheduled between 07:00 and 22:00, worked over five (5) days with two (2) days of rest.

Due to the nature of the work performed, it shall be permissible for such employees to work a flexible schedule which incorporates any combination of days and hours, but does not exceed eight (8) hours per shift or seventy (70) hours in a two (2) week period.

An Employee who is required to work in excess of eight (8) hours per shift or seventy (70) hours in a two (2) week period shall be compensated at overtime rates according to the provisions of the CUPE, Local 3867 Collective Agreement. All overtime assignments are subject to the advance approval of the Chief Librarian or designate.

Based on operational requirements, Regular Full-Time and Regular Part-Time employees shall be provided with fourteen (14) calendar day's notice of any schedule changes.

Employee #1155 shall continue to work a thirty-seven and one-half (37.5) hour work week and shall be entitled to a seven percent (7%) salary premium. This employee may voluntarily reduce the work week to thirty-five (35) hours by providing reasonable notice to the Chief Librarian and would therefore not be entitled to the seven percent (7%) salary premium.

**5. Article 5 - Remuneration**

Sunday Staffing – Effective 2008 February 19, Regular Full-Time Librarians or Regular Full-Time Library Assistants prior to 2007 January 01 and who work on Sundays shall receive compensation in the form of one (1) day off for working a four (4) hour shift on Sunday. A reasonable effort will be made to permit the compensatory day off to be taken on the Saturday following the Sunday on which the four (4) hour shift was worked. All Regular Full-Time Librarians and Regular Full-Time Library Assistants employed on or subsequent to 2007 January 01 who are scheduled to work a shift on Sundays shall be paid at straight time rates with no additional compensation.

**6. Article 5.2 - Increments**

The pay scale for the classification of Shelver shall remain as a single step in the pay grade.

**7. Article 5.5 - Daily Guarantee**

Scheduling of School Students – An employee who is a school student and school is in session, who reports for the employee’s scheduled shift at the request of the Employer, shall receive the employee’s regular rate of pay for the entire period of work with a minimum of two (2) hours of pay at the employee’s regular hourly rate of pay.

**8. Article 5.17 - Shift Differential**

Shift differential shall not apply to any position within the Library.

**9. Article 5.20 - Separation Trust**

The effective date shall be 2014 January 01.

**10. Article 7.1 - Vacations – Standard (Regular Full-Time)**

All Regular Full-Time Librarians 1 and 2 shall not be entitled to the provisions in Article 7.1 but shall instead be entitled to the following vacation provisions:

Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.

In the first part calendar year of service, one-twelfth (1/12<sup>th</sup>) of twenty-two (22) working days for each month or portion of a month greater than one-half (1/2) worked by December 31<sup>st</sup>.

During the second (2<sup>nd</sup>) and all subsequent calendar years of service, twenty-two (22) working days.

During the sixteenth (16<sup>th</sup>), twenty-sixth (26<sup>th</sup>) and thirty-sixth (36<sup>th</sup>) calendar year of service only, a long service leave of twenty-two (22) working days will be provided in addition to the annual vacation entitlement set forth above. Effective 2008 January 01, such Long Service Leave shall be taken between January 1 in the calendar year in which the qualifying anniversary occurs and December 31 in the calendar year which immediately precedes the fifth anniversary of such benefit or shall be forfeited without compensation (e.g. 22 days received on January 1 of the employee’s sixteenth calendar year of service shall be taken by December 31 in the employee’s twentieth calendar year of service). All long service leave which was credited to an employee prior to 2005 January 01 and which has not been used shall be fully liquidated in time off work by 2009 December 31 or will be forfeited without compensation. All long service leave credited to an employee on 2005 January 01 or later shall be liquidated by December 31 in the calendar year which immediately precedes the fifth anniversary of such benefit or will be forfeited without compensation.

**11. Article 7.1 I) - Vacations – Standard (Regular Full-Time)**

Current banked vacation hours accumulated in the Employee's vacation bank shall remain. However no further vacation time shall be banked unless the provisions of Article 7.1 I) have been satisfied.

**12. Article 13 - In Lieu of Vacation and Statutory Holidays (Regular Part-Time)**

For the calendar year 2013, eligible Regular Part-Time employees shall continue to receive pro-rated vacation entitlements and Statutory Holiday entitlements.

Pro-rated vacation entitlements for calendar year 2013 and any existing time in a vacation bank, must be liquidated by 2013 December 31. Time may be taken as leave or paid out in cash.

Effective 2014 January 01, eligible Regular Part-Time employees shall receive the percentage in lieu of vacation and statutory holidays under the provisions in Article 13.

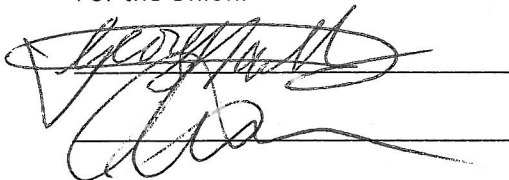
Medium Term Sick Leave and Long Term Sick Leave for Regular Part-Time Employees – This provision is limited to Employee #'s 1110, 1236, 8869 and 118494. Any new Regular Part-Time employee hired or existing Auxiliary employees moving into Regular Part-Time status, shall not be eligible for Medium Term Sick Leave or Long Term Sick Leave and shall follow the provisions contained in Article 13.

**13. Benefits**

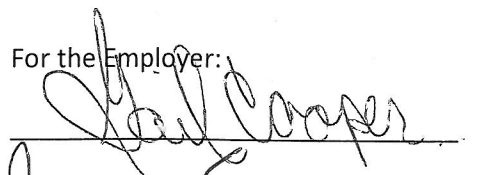
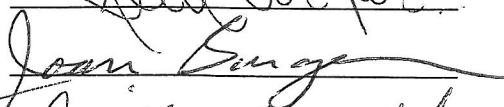
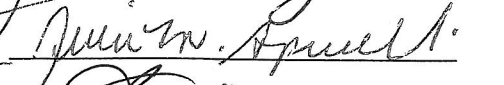
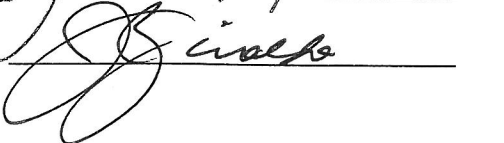
Benefits including Medical Services Plan, Extended Health Benefits, Dental and Group Life Insurance, shall be effective 2013 October 1.

AGREED and DATED at New Westminster, British Columbia this 22<sup>nd</sup> day of August, 2013.

For the Union:

  
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For the Employer:

  
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