

COLLECTIVE AGREEMENT

BETWEEN:

THE FORT ERIE PUBLIC LIBRARY BOARD
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220
(hereinafter called the "Union")

OF THE SECOND PART

January 1, 2021 to December 31, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
2.01 MANAGEMENT RIGHTS	1
ARTICLE 3 - RECOGNITION	2
3.01 BARGAINING UNIT	2
ARTICLE 4 - NO DISCRIMINATION	3
4.01 NEITHER EMPLOYER OR UNION SHALL DISCRIMINATE	3
4.02 EMPLOYER AND UNION AGREE TO ABIDE BY THE ONTARIO HUMAN RIGHTS CODE	3
ARTICLE 5 - CHECK-OFF OF UNION DUES	3
5.01 ALL EMPLOYEES TO BE MEMBERS	3
5.02 CHECK-OFF OF UNION DUES.....	4
ARTICLE 6 - CORRESPONDENCE	4
ARTICLE 7 - EMPLOYEE RELATIONS	4
7.01 REPRESENTATION	4
7.02 EMPLOYEE RELATIONS COMMITTEE	5
ARTICLE 8 - STEWARDS	5
ARTICLE 9 - GRIEVANCE PROCEDURE	5
9.02 STEP 1	5
9.03 STEP 2	6
9.04 STEP 3	6
9.06 UNION OR EMPLOYER POLICY GRIEVANCE	7
ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES	8
ARTICLE 11 - SENIORITY	9
11.01 SENIORITY DEFINED.....	9
11.02 SENIORITY LISTS	9
11.03 PROBATION FOR NEWLY HIRED EMPLOYEES	9
11.04 LOSS OF SENIORITY.....	9
11.05 TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT	10
ARTICLE 12 – JOB POSTINGS AND PROMOTIONS	10
12.01 JOB POSTINGS	10
12.02 INFORMATION ON POSTINGS WITHIN BARGAINING UNIT.....	10
12.03 NO OUTSIDE ADVERTISING.....	10
12.04 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS	11
12.05 TRIAL PERIOD FOR PROMOTION WITHIN THE BARGAINING UNIT	11
12.06 NOTIFICATION TO UNION	11
12.07 PROMOTIONS TO TEAM LEADER POSITIONS.....	11
ARTICLE 13 - LAY-OFFS AND RECALL	12
13.01 LAY-OFFS AND RECALL PROCEDURE	12

TABLE OF CONTENTS (CONT'D)

	<u>PAGE</u>
13.02 ADVANCE NOTICE OF LAY-OFF	12
13.04 GRIEVANCES ON LAY-OFF AND RECALLS.....	12
ARTICLE 14 - HOURS OF WORK	12
14.05 EXCHANGING SHIFTS	13
14.06 ADDITIONAL SHIFT SCHEDULING	13
14.07 STAFF MEETING ATTENDANCE.....	13
ARTICLE 15 - OVERTIME.....	13
15.01 OVERTIME DEFINED	13
15.02 OVERTIME BEFORE AND AFTER WEEKLY SCHEDULED HOURS	14
15.04 PAYMENT FOR MEALS	14
15.05 NO LAY-OFF TO COMPENSATE FOR OVERTIME	14
15.06 CALL-IN PAY	14
ARTICLE 16 - TEMPORARY VACANCY	14
ARTICLE 17 - HOLIDAYS	15
17.01 PAID HOLIDAYS	15
17.02 HOLIDAYS FALLING ON SUNDAY.....	15
17.03 HOLIDAYS FALLING ON SCHEDULED DAY OFF.....	16
17.04 WORK ON A HOLIDAY.....	16
ARTICLE 18 - VACATIONS	16
18.01 VACATION YEAR	16
18.03 PAID HOLIDAYS DURING VACATION SCHEDULE.....	17
18.04 UNBROKEN VACATION PERIOD	17
18.05 VACATION LIST	17
18.06 APPROVED LEAVE OF ABSENCE DURING VACATION	18
18.07 APPROVED PAY ON TERMINATION.....	18
18.08 DEFERRED VACATIONS	18
18.09 VACATION PAY	18
18.10 BANKED VACATION	18
ARTICLE 19 - SICK LEAVE.....	18
19.01 INCOME COVERAGE DUE TO ILLNESS DEFINED	18
19.02 DEDUCTIONS FROM SICK LEAVE	19
19.03 PROOF OF ILLNESS	19
19.04 SICK LEAVE DURING LEAVE-OF-ABSENCE AND LAY-OFF.....	19
19.05 SICK LEAVE RECORDS	19
ARTICLE 20 - LEAVE-OF-ABSENCE.....	20
20.02 BEREAVEMENT LEAVE.....	20
20.03 PREGNANCY AND PARENTAL LEAVE.....	21
ADOPTION LEAVE	21
20.04 PAID JURY LEAVE	21
20.05 ATTENDANCE AT CONFERENCES AND CONVENTIONS	21
20.06 PROFESSIONAL DEVELOPMENT	22
20.07 GENERAL LEAVE.....	22

TABLE OF CONTENTS (CONT'D)

	<u>PAGE</u>
ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES	22
21.01 PAY DAYS	22
21.02 MILEAGE ALLOWANCE.....	23
21.03 PAY ON TEMPORARY PROMOTIONS.....	23
21.04 SEVERANCE PAY	23
ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION	23
22.01 JOB DESCRIPTION	23
22.02 NO ELIMINATION OF PRESENT CLASSIFICATIONS	23
22.03 CHANGES IN CLASSIFICATIONS	23
22.04 NEW POSITIONS	24
ARTICLE 23 - EMPLOYEE BENEFITS	24
23.02 BENEFITS ON EARLY RETIREMENT	25
23.03 WORKERS SAFETY INSURANCE BOARD PAY SUPPLEMENT	25
23.04 PENSIONS	26
ARTICLE 24 - GENERAL CONDITIONS	26
24.01 BULLETIN BOARDS.....	26
ARTICLE 25 - GENERAL CONDITIONS AND BENEFITS	26
25.01 CONTINUATION OF ACQUIRED RIGHTS.....	26
25.02 AMALGAMATION, REGIONALIZATION AND MERGER	26
ARTICLE 26 - GENERAL	27
26.01 PLURAL OR FEMININE TERMS MAY APPLY	27
ARTICLE 27 - TECHNOLOGICAL CHANGE	28
ARTICLE 28 - TERM OF AGREEMENT	29
28.02 CHANGES IN AGREEMENT	29
28.03 RETROACTIVE PAY FOR TERMINATED EMPLOYEES.....	29
28.04 RETROACTIVITY	29
SCHEDULE "A" – WAGE RATES AND CLASSIFICATIONS	30
EFFECTIVE JANUARY 1, 2021	30
EFFECTIVE JANUARY 1, 2022	30
EFFECTIVE JANUARY 1, 2023	31
NEW - EFFECTIVE JANUARY 1, 2024	31
LETTER OF UNDERSTANDING	32
RE: EMPLOYEE RELATIONS COMMITTEE – TERMS OF REFERENCE	32
LETTER OF UNDERSTANDING	33
FORT ERIE PUBLIC LIBRARY BOARD	33
RE: SCHEDULING	33
LETTER OF UNDERSTANDING	34

TABLE OF CONTENTS (CONT'D)

	<u>PAGE</u>
RE: SUNDAY SERVICE	34
APPENDIX 1	35
EMPLOYEE RELATIONS COMMITTEE (TERMS OF REFERENCE)	35

COLLECTIVE AGREEMENT

BETWEEN:

THE FORT ERIE PUBLIC LIBRARY BOARD
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2220
(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes, which may arise between the Employer and its employees, and to recognize the value of joint discussion.

To achieve this purpose the Employer and the Union will recognize the inherent dignity, worth and rights of each individual. The Employer and the Union agree to promote and support an environment that is free of discrimination, harassment, bullying, violence or any act in which a person is abused, threatened or intimidated.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees, be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies.

2.02 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency
- (b) Hire, discharge, lay-off, classify, direct, transfer, promote, demote and suspend or otherwise discipline employees and generally to manage the enterprises in which the employer is engaged and, without restricting the generality of the foregoing, to

determine the work to be performed, hours of work, the methods and processes to be employed, the place or branch of which any employee is to be employed from time to time, schedules of operations, the types and location of equipment to be used and the number of persons to be employed.

- 2.03 The Employer agrees that these functions will be exercised in a manner that is fair, reasonable and consistent with the terms of this agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this agreement may be the subject of a grievance and/or arbitration as provided for in this agreement. The Union also agrees to be fair and reasonable in adhering to the provisions of the agreement.
- 2.04 The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without prior notice to and discussion with the Union as it relates to the terms of this agreement.
- 2.05 Employees of the Employer who are in positions of authority will not discriminate against any employee who has requested an investigation into a grievance and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.

ARTICLE 3 - RECOGNITION

3.01 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees and its Local **2220** as the sole and exclusive collective bargaining agent for all employees of the Fort Erie Public Library Board, save and except the Systems Administrator, persons above the rank of Systems Administrator and Secretary to the Chief Executive Officer, and hereby agrees to implement the grievance and arbitration procedures concerning all matters included in this Agreement and affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- 3.02 The Employer may hire personnel on a temporary or casual basis for special projects, for participation in professional training programs, during periods of heavy workload or in case of emergency for a period of not more than 120 calendar days or such greater period as may be agreed to by the parties and such personnel shall not thereby become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement.
- 3.03 The Employer may hire temporary or casual personnel pursuant to the provisions of Article 3.02 to replace regular or part-time employees absent due to illness, accident, vacation, leave of absence without being restricted to the 120 calendar day period subject to the provisions of Article 16.01.
- 3.04 Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work to such an extent as to cause displacement or lay-off of bargaining unit employees.

-
- 3.05 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement
- 3.06 The employer agrees that if employees who pay Union dues to CUPE Local 2220 are to be disciplined they will be advised by the employer of their right to union representation before such disciplinary action takes place. It is agreed that the waiver of the employees' right to union representation will not render the employer's action null and void.

ARTICLE 4 - NO DISCRIMINATION

4.01 NEITHER EMPLOYER OR UNION SHALL DISCRIMINATE

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sexual orientation, family, or marital status, place of residence, nor by reason of their membership or activity in the Union.

4.02 EMPLOYER AND UNION AGREE TO ABIDE BY THE ONTARIO HUMAN RIGHTS CODE

The Employer and the Union agree to abide by the Ontario Human Rights Code in all respects.

- 4.03 Unless otherwise satisfactorily resolved in accordance with the procedures of Appendix 2, a grievance submitted relating to a matter of alleged discrimination or harassment may be initiated at Step 2 of the grievance procedure.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 ALL EMPLOYEES TO BE MEMBERS

All present employees of the Employer, falling within the scope of the bargaining unit, as a condition of continued employment, shall become and remain members in good standing in the Union according to the Constitution and By-laws of the Union. All new employees falling within the scope of the bargaining unit, shall, as a condition of continued employment, become and remain members in good standing in the Union on the first working day.

A part-time employee is an employee who has been hired by the Employer to work on a regular basis a work week of not more than twenty-four (24) hours.

Part-time employees shall earn credit hours, sick leave, vacation and seniority on a pro-rate basis; that is the percentage of hours assigned in the job description, divided by a standard work week of thirty-five (35) hours.

5.02 CHECK-OFF OF UNION DUES

The Employer shall deduct from every employee in the bargaining unit any monthly dues in accordance with the Union Constitution and By-laws.

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, employment status (such as Full-time, Part-time, Temporary), classification/job title, regular earnings, hours worked and dues deducted.

At the same time that Income Tax (T-4) slips are being prepared, the Employer shall type in the amount of Union Dues paid by the Union member in the taxation year.

- 5.03 The Employer will use its best endeavours to comply with the provisions of this article but is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union Dues. The Union agrees to indemnify the employer against any claim or liability arising out of the operation of this article.

ARTICLE 6 - CORRESPONDENCE

- 6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer and the President and the Unit Chair of the Union, with an additional copy forwarded to the CUPE area office.

ARTICLE 7 - EMPLOYEE RELATIONS

7.01 REPRESENTATION

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without written authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. The Employer shall introduce new employees to the steward at their workplace location or the local Union President as soon as practicable.

7.02 EMPLOYEE RELATIONS COMMITTEE

The Employer will recognize a Labour/Management Relations Committee consisting of not more than three (3) representatives of the Union including the CUPE National Representative, for the purpose of meeting with up to two (2) representatives of the library and the Chief Executive Officer to maintain communications between the parties and to discuss matters of mutual concern. Meetings shall be held at least four (4) times a year or as requested by either party. The Union and the Employer will exchange agendas of matters for discussion four (4) calendar days before the date scheduled for the meeting.

ARTICLE 8 - STEWARDS

- 8.01 The Employer will recognize one employee as a Chief Steward and one employee as an alternate steward who may act in place of the Chief Steward.
- 8.02 The Chief Steward as an employee of the Employer has regular duties to perform on behalf of the Employer. They will not absent them self from their regular duties unreasonably in order to deal with grievances or other Union business. They will not leave their regular duties without receiving permission from their supervisor; such permission to leave will not be unreasonably withheld.
- 8.03 In accordance with this understanding, the Employer will compensate the Union Officers which are employees of the Employer, such as the Chief Steward and Stewards, for their regularly scheduled work time spent in servicing grievances and attending meetings between the parties up to and including Step 3 of the grievance procedure.
- 8.04 The Union shall notify the Employer in writing of the names of its Officers, Chief Steward, Stewards and Union Committee. Likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.
- 8.05 It is agreed that the parties to this agreement may at the respective party's own expense have the assistance at any time of any representative, solicitor or other authorized agent as they may require at Step 2 of the grievance procedure or at any subsequent stage at their own expense.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties that complaints of the Employer and the employees be adjusted as promptly as possible. It is understood that an employee has no grievances until they have first discussed their complaint with their immediate supervisor without satisfaction.

9.02 STEP 1

If a complaint is not settled satisfactorily, the grievance may be submitted in writing by an employee to the Chief Executive Officer or their representative within eight days of the

event upon which the grievance is based. The Chief Executive Officer or their representative shall arrange for the presence of their Steward.

The Chief Executive Officer or their representative will give their decision in writing within four days of its receipt. For Step 1 the grievance shall specify the facts and the section or sections of the collective agreement claimed to be violated or relied upon and the decision shall specify basic facts and reasons.

9.03 STEP 2

If not settled in Step 1, the grievance may within four days be submitted in writing by the Union to the Chief Executive Officer to be dealt with at a meeting of the Chief Executive Officer or designate and three (3) representatives of the Union including the CUPE National Representative. The Chief Executive Officer and three (3) representatives of the Union shall cause a meeting to be held within fifteen (15) days of the submission or such longer period as is mutually agreed upon. The decision shall be given in writing within ten (10) days after the meeting at which it was discussed. For Step 2, the grievance shall specify the facts and the section or sections of the collective agreement claimed to be violated or relied upon and the decision shall specify basic facts and reasons.

9.04 STEP 3

If not then settled, the grievance may within thirty days be referred to arbitration as follows:

- (a) Written notice shall be given to the other party formally stating the subject of the grievance and at the same time nominating an arbitrator. Within five days after receipt of such notice, the other party shall name an arbitrator. The arbitrators representing the two parties shall meet as soon as possible and will attempt to agree upon a chairman of the Arbitration Board and failing such agreement within five days after they have first met, either party may within a further five days request the Minister of Labour for the Province of Ontario to name such Chairman.
- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within a reasonable time after arbitration proceedings have commenced.

The decision of the majority of such Arbitration Board shall be final and binding on both parties to the agreement and in the event that it is not possible for the Board to reach a majority decision, then the Chairman's decision shall be final and binding.

- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this agreement.
- (d) No grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may within fifteen days of its

receipt give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on its merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgment on the question of arbitrability and if it is decided that the matter does not involve a question of the interpretation, application, administration or alleged violation of the agreement, then the decision of the Arbitration Board shall stand.

- (e) Each of the parties hereto will bear the expense of its representatives and the arbitrator appointed by it and the parties shall share equally the expenses of the Chairman of the Arbitration Board.
- (f) No person shall be selected as Chairman who has been directly involved in attempts to negotiate or settle the grievance or one who has any pecuniary interest in the Board or the Union.
- (g) The parties may, by written agreement name a sole arbitrator to the Board of Arbitration, provided for herein, and the named single arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

9.05 No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this agreement except that if at any step of the grievance procedure the Employer or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.

9.06 UNION OR EMPLOYER POLICY GRIEVANCE

Within ten days of the event upon which the grievance is based, the Employer or the Union may submit a grievance in writing to the other alleging the violation of a term of this agreement. Such a grievance shall set out the facts and the section or sections of the agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure. No grievance shall be submitted by the Union under this section unless it involves more than five employees.

9.07 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the appropriate place and to view disputed operations and to confer with necessary witnesses.

9.08 The word "days" in this Article 9 and Article 10 shall be exclusive of Saturdays, Sundays and Paid Holidays stipulated pursuant to Article 17.01 herein.

9.09 Grievance Mediation Officer

The employer and the union agree that should a request be made by either party to utilize the services of a Grievance Mediation Officer, the time limits to proceed to arbitration shall be suspended until after the mediation meeting. Any costs associated with the use of the Mediation Officer's services shall be shared equally by both parties.

ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES

10.01 A claim by an employee that they have been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Executive Officer or their representative within four (4) days after the discharge or discipline or within four (4) days after the Union has been notified in writing of the discharge or discipline, whichever is the later.

10.02 The Employer will notify the Union in writing of all discharge or discipline cases as soon as possible but within four (4) days giving the name of the employee concerned and the reason for the discharge or discipline.

10.03 Such special grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or Board of Arbitration.

10.04 The discharge of a probationary employee will not be subject to the grievance procedure. A probationary employee may be released or discharged at the discretion of the Employer with a written assessment of their performance during the probationary period. A copy will be sent to the Chairperson of the bargaining unit.

10.05 No letters or notices of warning or any expressing dissatisfaction concerning an employee's work shall be placed in an employee's personnel file, unless a copy of said letter is given to the employee(s) concerned within five (5) days of its origin.

After twenty-four (24) months, an employee may request in writing to the CEO that such correspondence or record of disciplinary action be removed from the employee's personnel file, provided there have been no further incidents within the twenty-four (24) month period. Such disciplinary documentation will be removed from the file and destroyed.

10.06 An employee may at any time have access to their complete records providing twenty-four (24) hours' notice is given the Employer.

ARTICLE 11 - SENIORITY

11.01 SENIORITY DEFINED

Seniority is defined as the length of service with the employer, namely the amalgamated Public Library Board of the Town of Fort Erie created in 1970 and shall be a factor used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a bargaining unit wide basis.

Length of Service is calculated from the original hire date with Fort Erie Public Library provided the Employee maintains their seniority status.

11.02 SENIORITY LISTS

The Employer shall maintain a seniority list showing the date of hire within Local 2220. An up-to-date seniority list shall be sent to the President and unit chair of the Union, posted electronically to the library shared network and posted on all bulletin boards on January 1st and July 1st of each year.

11.03 PROBATION FOR NEWLY HIRED EMPLOYEES

New full-time employees shall be on probation for a period of three hundred and fifty (350) hours from the date of hire. New part time employees shall be on probation for a period of two hundred and forty (240) hours from the date of hire. Pages shall be on probation for a period of one hundred (100) hours from the date of hire. Probation may be extended up to three hundred and fifty (350) hours on the mutual agreement of the Employer and the Union.

New employees on probation shall be trained under the direction of the Chief Executive Officer who shall have the right to delegate the training of a new employee to a member of the staff most aware of the details of the position to which the probationary employee is to be trained. During the probationary period the employee shall be entitled to all rights and benefits of this agreement except their right to grieve their discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 LOSS OF SENIORITY

Seniority rights shall cease and employment will be terminated for any of the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged for just cause and is not reinstated;
- (c) if the employee is off the payroll for a continuous period of twenty-four (24) months or length of employee's seniority whichever is shorter due to lay-off;

- (d) if the employee fails to report for work within five (5) working days from receipt of notification by Registered Mail by the Employer following a lay-off, unless prevented through sickness or just causes; (it shall be the responsibility of the employee to keep the Employer informed of their current address);
- (e) if the employee fails to return to work upon the termination of authorized leave of absence unless a reason acceptable to the Employer is given;
- (f) if the employee accepts gainful employment while on leave of absence without first obtaining the consent of the Employer in writing;
- (g) if an employee is absent from work in excess of five (5) working days without notice and unless a reason satisfactory to the Employer is given;

11.05 TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. If they return to a position within the bargaining unit, they shall continue to accumulate seniority from the date they assume such position, which shall be added to their previous seniority.

ARTICLE 12 – JOB POSTINGS AND PROMOTIONS

12.01 JOB POSTINGS

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union Executive via email and post notice of the position in the Employer's offices, electronically to the library shared network and on all staff Bulletin Boards for a minimum of four (4) working days with the exception of Page positions which will be posted for two (2) working days.

12.02 INFORMATION ON POSTINGS WITHIN BARGAINING UNIT

Such notice shall contain the following information:

Nature of position, qualifications required, knowledge and educational skills, hours of work and salary range

12.03 NO OUTSIDE ADVERTISING

No outside advertising for any vacancy within the bargaining unit shall be placed until any unsuccessful applicant within the bargaining unit has been sent written notification of the reasons why they did not receive the posted position.

12.04 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

The basis for determining suitability for promotion shall be such as to provide equality of opportunity for advancement to all employees. A vacancy shall be filled by an employee who has:

- (a) ability to do the job (ability is defined as qualifications, required knowledge and skills;
- (b) seniority.

When qualifications and ability are comparable among two or more candidates, then seniority shall apply.

12.05 TRIAL PERIOD FOR PROMOTION WITHIN THE BARGAINING UNIT

The successful applicant shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event that the successful applicant proves unsatisfactory, in the judgment of the Employer, which shall not be exercised in an unreasonable manner, in the position during the trial period, or if the employee is, in the judgment of the Employer, which shall not be exercised in an unreasonable manner, unable to perform the duties of the new job classification, they shall be returned to their former position and wage or salary rate. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and wage or salary rate.

12.06 NOTIFICATION TO UNION

The Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls and terminations of employment within the bargaining unit, within fourteen (14) calendar days thereof.

12.07 PROMOTIONS TO TEAM LEADER POSITIONS

In cases of promotion to team leader positions, Article 12.04 of this Agreement shall not apply. The primary considerations will include the following qualifications: leadership, reliability, judgement, organizational ability and interpersonal skills. Where two or more employees are deemed by the Employer to be relatively equal, seniority will be the determining factor.

Supervisory positions as used above shall mean those positions where an employee is required to take responsibility for the quantity and quality of work of other employees of the Board.

ARTICLE 13 - LAY-OFFS AND RECALL

13.01 LAY-OFFS AND RECALL PROCEDURE

Both parties recognize job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of their seniority, provided their replacement has the necessary ability and qualifications to perform the duties of the position.

No new employee shall be hired into the bargaining unit until those laid-off have been given an opportunity of recall.

13.02 ADVANCE NOTICE OF LAY-OFF

The Employer shall give a minimum of two (2) weeks' notice of lay-off to each employee so affected.

13.03 In the event of a layoff of a regular seniority employee the Employer agrees to continue coverage for all benefit plans for the earlier of a period of twelve (12) weeks or until the laid off employee can attain similar coverage through other employment. For the purpose of this article, benefit plans mean dental, drug, vision care, group life.

13.04 GRIEVANCES ON LAY-OFF AND RECALLS

Grievances concerning lay-offs and recalls may be initiated at Step 3 of the Grievance Procedure on the mutual agreement of the Chief Executive Officer or their designate and the Union.

ARTICLE 14 - HOURS OF WORK

14.01 The present hours of work schedule shall remain in effect and shall not be altered or changed without prior consultation with the Union. Notwithstanding Article 2.02, the Employer shall endeavour to avoid split shifts whenever possible.

Shifts may be altered or changed if mutually agreed between the employer and all affected employees if needed to accommodate library programs and outreach events.

There shall be one break not to exceed fifteen (15) minutes in every three (3) hour or longer work period per day except in Branches when no coverage is available.

Working schedules will be posted electronically to the shared network and the staff bulletin boards four (4) weeks prior to being affected and will remain in effect for a minimum of four (4) weeks.

14.02 When a part time employee works extra hours over the normal forty-eight (48) hours per two weeks pay period but less than seventy (70) hours per two week pay period the employee will have the right to choose time off in lieu instead of payment for extra time

provided that there is no replacement that will create extra time. It is recognized that this is extra hours not overtime.

14.03 Employees at the Stevensville Branch required to open or close the Library Monday through Saturday will be scheduled one half hour (1/2) in addition to the library opening time. This time can be added to the beginning or end of the shift or can be divided to fifteen (15) minutes before and fifteen (15) minutes at the end of the shift. This flexibility allows staff the time to complete tasks that can only be done when the library is closed.

14.04 Hours of work is a basis for calculating time worked and is not a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of work schedule.

14.05 EXCHANGING SHIFTS

An assigned Employee who is scheduled by the Library to work a shift may trade the scheduled shift with a second Employee who is qualified to perform all the work required during the scheduled shift. The trading of shifts must take place within the same pay period work schedule. The trading of shifts shall not result in higher wage costs to the Employer.

14.06 ADDITIONAL SHIFT SCHEDULING

Should an Employee be required by the Library to work an additional shift (in addition to their posted work schedule) that additional shift shall be in addition to the Employee's posted work schedule which shall not be reduced as a result of working the additional shift.

14.07 STAFF MEETING ATTENDANCE

Should an employee be required to attend a Library staff meeting which is scheduled by the C.E.O., they will receive their regular hourly rate of pay for all such time spent at the meeting. Such time shall not be overtime unless otherwise eligible as provided for in Article 15.

All Employees shall be guaranteed a three-hour shift when it is mandatory for employees to attend meetings or training.

ARTICLE 15 - OVERTIME

15.01 OVERTIME DEFINED

Overtime shall be all time worked in excess of seven (7) hours per working day or thirty-five (35) hours per week or work performed on a holiday.

Time spent at a conference, convention, workshop, seminar or similar training course, shall not apply under this section, nor shall travel time to attend.

Overtime requests and overtime payments must be approved by the CEO. Overtime may be authorized in exceptional circumstances by management.

Overtime shall be authorized for a time period of not less than one quarter (1/4) hour in excess of an employee's regular scheduled daily hours or week of work.

Overtime shall be distributed as equitably as possible among those employees who normally perform the work, preference being initially granted to employees with greatest seniority on a rotation basis. The Employer shall record and post all hours of overtime worked or declined to be considered as overtime worked for record purposes.

15.02 OVERTIME BEFORE AND AFTER WEEKLY SCHEDULED HOURS

Overtime worked before and after the regular scheduled weekly hours shall be paid for at the rate of time and one-half. Work performed on a Sunday shall be paid at the rate of double time an employee's regular rate of pay.

15.03 Instead of payment for overtime, an employee may choose to receive time off in lieu at the appropriate overtime rates.

An employee may accumulate up to a maximum of five (5) working days at any one time to be taken as time off by approval of the CEO.

The CEO approval will not be unreasonably withheld.

Such time off shall be booked as time to be taken off by informing the Scheduler in written form prior to December 1st each year. There shall be no carry over into the next year unless the time off has been booked by December 1st and taken by March 31st of the following year. If time in lieu is accrued after December 1st and before December 31st the time can be carried forward into the next year but must be booked by January 31st and must be taken before March 31st of that year.

15.04 PAYMENT FOR MEALS

An employee required to work three (3) hours or more overtime before or after their regular daily scheduled hours shall be provided with a meal allowance of twelve dollars (\$12.00), unless the employee has been provided a paid hour for a meal break.

15.05 NO LAY-OFF TO COMPENSATE FOR OVERTIME

An employee shall not be required by the Employer to lay-off during regular hours of work to equalize any overtime worked.

15.06 CALL-IN PAY

An employee who is called in outside their standard hours other than for scheduled overtime work shall be paid:

- (a) a minimum of four hours' pay; or
- (b) at their applicable overtime rate for the time worked on the call-in, whichever is the greater.

ARTICLE 16 - TEMPORARY VACANCY

- 16.01 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or promotions and temporary vacancies for a predetermined specified period in excess of sixty (60) working days shall be posted pursuant to the provisions of Article 12, however, any further vacancies occasioned by the placing of the successful applicant in the position posted need not be posted. Such vacancy shall be posted as soon as it is known to the Employer that such vacancy will take place in order that when the vacancy does occur it will be filled as soon as possible.
- 16.02 An employee who has been absent from work in excess of sixty (60) working days, and whose position has been filled by a temporary employee in accordance with 16.01, shall provide written notice of the date on which they will return to work ten (10) working days prior to that date.

ARTICLE 17 - HOLIDAYS

17.01 PAID HOLIDAYS

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve Day
Civic Holiday	National Day for Truth and Reconciliation

Any other day proclaimed as a holiday by the federal or provincial government.

Provided that:

- (i) the employee has worked on their regularly scheduled shift immediately preceding and succeeding the paid holiday unless written permission is obtained from the Chief Executive Officer or their representative to absent themselves or unless the employee is on sick leave with a doctor's certificate. The doctor's certificate should be presented to management on the first day the employee returns to work from sick leave. In the event management is not in site with the employee the certificate may be scanned and emailed with the originals to be sent via van box; and
- (ii) the employee has worked in the week in which the holiday is observed unless they are on vacation.

17.02 HOLIDAYS FALLING ON SUNDAY

If any of the holidays in clause 17.01 fall on a Sunday, the following Monday shall be deemed to be a holiday for the purpose of this Agreement. When Christmas Day falls on a Sunday, the following Tuesday shall be deemed to be Boxing Day.

17.03 HOLIDAYS FALLING ON SCHEDULED DAY OFF

When any of the above noted holidays falls on an employee scheduled day off, the employee shall receive an extra day's regular pay for the holiday or another day off at a later date. Such scheduled day off to be mutually agreed between employer and employee, but must be booked by December 1st and used by March 31st of the following year. Stat Holiday credits earned in the month of December, may be carried forward into the next year but must be booked by January 31st and taken before March 31st of that year.

Statutory holiday credit takes precedence over vacation requests if already booked.

17.04 WORK ON A HOLIDAY

When an employee is required to work on the day of a paid holiday in accordance with Article 17.01, such employee shall receive in addition to the pay provided in 17.01 time and one-half (1 1/2) their regular rate of pay for each hour so worked. In lieu of the holiday, pay, the employee may elect to take an additional day off with pay upon mutual agreement with the Chief Executive Officer.

ARTICLE 18 - VACATIONS

Note: It should be clearly understood between the parties that vacations are earned and accumulated in the vacation year preceding the vacation year in which they are taken.

It is further noted that vacation, as an earned benefit, is not accrued by an employee during unpaid periods in excess of two (2) days during the year, i.e. leave-of-absence, unpaid sick time, etc.

18.01 VACATION YEAR

The vacation year shall be from January 1st to December 31st.

Vacation requests will occur in two rounds of allotments. These rounds shall run consecutively in a timely manner and not interfere with or change the process of vacations as written in 18.05.

The first allocation will allow each employee to request not more than 50% of their available yearly vacation time. The second allocation, which shall follow immediately after will enable all employees to subsequently request the remaining 50% of their vacation time for that year.

18.02 An employee shall receive an annual vacation with pay in accordance with their years of service as follows:

Professional Librarians

Less than one (1) year	One (1) day per month of service up to ten (10) days
After one (1) year and less than ten (10) years	4 weeks
(If no vacation taken during the first year of service, the employee to be paid four percent of gross earnings at the end of that calendar year.)	

After ten years	5 weeks
Twenty-five years or more	6 weeks

Staff Other Than Professional Librarians

Less than one (1) year	One (1) day per month of service up to ten (10) days
(If no vacation taken during the first year of service, the employee to be paid four percent of gross earnings at the end of that calendar year.)	
After one (1) year and less than two (2) years	2 weeks
Two (2) years or more to less than eight (8) years	3 weeks
Eight (8) years or more to less than fifteen (15) years	4 weeks
Fifteen (15) years or more to less than twenty-five (25) years	5 weeks
Twenty-five (25) years or more	6 weeks
(No employee shall be required to arrange for their replacement when taking an authorized vacation.)	

18.03 PAID HOLIDAYS DURING VACATION SCHEDULE

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and Management.

18.04 UNBROKEN VACATION PERIOD

An employee shall be entitled to their annual vacation time in an unbroken period.

18.05 VACATION LIST

- (1) By February 1st of each year, the Employer shall post electronically and on the staff bulletin boards a list, and notify employees via email. The employees shall indicate by February 15th of each year the vacation period they wish. The Chief Executive Officer shall then set the vacation period, taking into account the wishes of the employees on the basis of seniority in so far as they consider consistent with the efficient functioning of the department.
- (2) The Chief Executive Officer shall post electronically and on the staff bulletin boards a list of the vacation periods by March 10th of each year. After March 15th of each year, the Chief Executive Officer or the employee shall not alter the vacation periods unless by mutual consent.
- (3) An employee who wishes to request vacation time during the first quarter of the vacation year shall submit their request by November 1st of the preceding year. The CEO shall then set the vacation period for the first quarter of the upcoming vacation year by taking into account the wishes of the employee on the basis of seniority in so far as they consider consistent with the efficient functioning of each department.

The CEO shall post electronically and on the bulletin boards a list of the vacation periods for the first quarter of a vacation year by November 15th of the preceding year. After November 30th of each year, the CEO or the employee shall not alter the vacation period for the first quarter of the vacation year unless by mutual consent.

18.06 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an employee qualifies for sick leave requiring hospitalization or bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date mutually agreed upon.

18.07 APPROVED PAY ON TERMINATION

An employee terminating their employment at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of salary in lieu of such vacation.

18.08 DEFERRED VACATIONS

Employees shall take their vacation in the vacation year after it is earned, unless mutually agreed upon by the parties.

18.09 VACATION PAY

Upon written application two weeks prior to the commencement of their vacation, an employee shall receive their vacation pay on the pay day immediately preceding the commencement of their vacation.

18.10 BANKED VACATION

An employee entitled to three weeks' vacation or more shall be entitled to bank up to a maximum of five (5) working days annual vacation. The banked vacation must be taken within the following year. The employee shall notify the employer in accordance with Article 18.05 (1) of their intention to bank vacation.

ARTICLE 19 - SICK LEAVE

19.01 INCOME COVERAGE DUE TO ILLNESS DEFINED

An employee who is unable to attend their regular work due to an illness, disability, injury or accident for which compensation is not payable under the Worker's Compensation Act may be eligible for income coverage due to illness through the following mechanisms:

- Annual Earned Sick Leave Credits
- Short Term Disability

- Long Term Disability

a) ANNUAL EARNED SICK LEAVE CREDITS

Each full-time employee shall be entitled to nine (9) sick leave credit days commencing January 1st in each calendar year based on three-quarters (3/4) of a day earned for each month worked in the preceding calendar year. Part time employees shall earn sick leave credits proportionate to their regular hours worked based on a work week of thirty-five (35) hours.

19.02 DEDUCTIONS FROM SICK LEAVE

A deduction shall be made from annual earned sick leave credits of all normal working days (exclusive of holidays) absent for the first seven (7) days of an illness after which the Weekly Indemnity Plan as outlined in Article 23 takes over. Absences on account of illness shall be deducted on the basis of one hour for each working hour taken off.

Time off may be granted for outpatient treatment by a physician or examination by a physician, chiropractor or dentist. Time taken off for such appointments shall be deducted from annual earned sick leave credits first and if not sufficient then from the employee's accumulated sick leave credits. Insufficient sick leave credits would result in non-payment for time taken off.

- a) An employee may utilize additional sick leave credits for sick leave indemnity purposes if they maintain a sufficient accumulation of sick leave credits.
- b) Subject to the occurrences of the employee utilizing the Weekly Indemnity Plan the Employer proposes to maintain one hundred (100%) percent of the employee's earnings so long as a sufficient accumulation of sick leave credit is maintained. The subject employee would be required to endorse and turn over to the Employer, all benefits received from the third-party insurer.

19.03 PROOF OF ILLNESS

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. If the employer requests a Certificate, the employer agrees to pay costs for such Certificate.

19.04 SICK LEAVE DURING LEAVE-OF-ABSENCE AND LAY-OFF

When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.

19.05 SICK LEAVE RECORDS

As soon as practical after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

19.06 In the final month of each calendar year the employer will automatically credit an employee's accumulated sick leave account with any unused portion of sick leave credits.

And an employee may elect, by properly notifying the CEO in writing, their wish to accumulate all or a portion of any unused credits, overtime hours and any unused vacation credits.

ARTICLE 20 - LEAVE-OF-ABSENCE

20.01 An employee elected to a Union position or selected by the Union to do work which takes them from their employment with the Employer, shall upon written request to the Employer, receive a temporary leave-of-absence without pay for the period of service for the Union and upon their return shall be reinstated at work in which they were engaged last prior to their leave-of-absence without pay, provided however that unless otherwise mutually agreed, no more than one employee may be absent at any one time and such leaves without pay shall not total more than fifteen working days in two years, excluding travelling time.

20.02 BEREAVEMENT LEAVE

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a spouse, same sex partner, son, daughter, step sibling, parent, step parent, mother in law, father in law, brother, sister or grandchild.

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a grandparent, legal guardian or ward, the spouse of the employee's sibling, son in law, daughter in law, any other relative residing in the employee's household not already identified or any person for whom the employee was providing primary care or support.

An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of the employee's aunt, uncle, niece, nephew, or the employee's spouse's sibling or their spouse or the spouse's grandparent or as a pallbearer.

Where the employee is entitled to leave under this article and the rites occur more than 240 km from the boundaries of Fort Erie, and the employee attends the rites, the manager may approve additional paid leave for reasonable travel time. For the purposes of this article, "rites" includes funeral services, internment, memorial services, observances or celebrations of life.

Where the rites are to take place outside of the initial period of bereavement the employee may save one (1) or more days received under this article to attend.

20.03 PREGNANCY AND PARENTAL LEAVE

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy/parental reasons to a maximum of 18 months. The employee returning from pregnancy/parental leave shall provide the employer with at least 4 weeks' notice. On return from pregnancy/parental leave, the employee will be placed in their former permanent position and location, if it still exists, or to a comparable position, in accordance with Employment Standards Act.

The employer shall continue to make its regular contributions towards the employee's benefits for an employee who is on pregnancy leave as provided under this agreement, who has passed their initial probationary period unless the employee advises the employer that she does not wish to continue to make the employee's contribution to the applicable benefits.

If the pregnancy results in the loss of the child, the pregnancy leave will end 6 weeks after the loss and the above date of return notification requirements prevail.

It is understood that parental leave will be granted in accordance with the *Employment Standards Act*.

Employees continue to earn credits toward length of employment, length of service, and seniority during periods of leave in accordance with the Employment Standards Acts.

ADOPTION LEAVE

An adoptive parent will be granted adoption leave without pay and without loss of seniority for a period not to exceed 35 weeks commencing from the date of placement of the adopted child provided written notice of intention to adopt is given to the employer at least 3 months in advance of the date of placement. It is recognized that the date of placement may not be known until almost immediately prior to such date. On return from adoption leave, the employee will be placed in their former permanent position and location, if it still exists, or to a comparable position, in accordance with *Employment Standards Act*.

20.04 PAID JURY LEAVE

The Employer shall grant leave-of-absence, without loss of pay or seniority benefits, to an employee who serves as a juror or witness under subpoena in any court. The employee shall remit to the Employer such monies as are received in the course of this duty, save and except travel and meal allowances.

20.05 ATTENDANCE AT CONFERENCES AND CONVENTIONS

Time off to include travelling and conference time may be allowed to an employee for attendance at an approved professional conference or workshop at the discretion of the Employer and a grant towards expenses for such conference or workshop may be made at the Employer's discretion in accordance with Article 15.01.

If the attendance is required or mandated by the employer, an employee's schedule will be changed to reflect the days of the conference, conventions, seminar, workshop etc. and will be considered part of the employee's regular work week. If the schedule cannot be amended the employee will be paid at the applicable rate.

20.06 PROFESSIONAL DEVELOPMENT

The Employer, subject to financial ability, shall give all employees the opportunity to participate in seminars, workshops or short courses, with the agreement of Management.

At the discretion of the Employer, an employee may be given assistance to undertake library oriented research and projects. This assistance, upon the agreement of their supervisor, may take such form as free use of the photocopier, provision of supplies, time off, clerical help and mailing costs.

20.07 GENERAL LEAVE

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause and such leave of absence does not unduly disrupt current scheduling arrangements. Such request shall be in writing and approved by the Chief Executive Officer and shall not be unreasonably withheld.

For any authorized leave-of-absence an employee shall have the right to continue direct payment of benefits whenever possible.

20.08 ILLNESS OF FAMILY MEMBER

Up to five (5) days of current sick leave entitlement may be utilized in the event of the illness of a family member other than an employee.

20.09 The Employer will grant the local thirty (30) days Union leave each calendar year, non-accumulative. Requests for these such days, as needed, will be given five (5) weeks in advance whenever possible and will not be unreasonably denied. The costs of these days will be billed back to the local quarterly.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 PAY DAYS

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this agreement. Pay Day shall be twelve (12) calendar days following the Pay Period End date.

21.02 MILEAGE ALLOWANCE

When requested by the Employer and authorized by Management to use personal cars for the Employer's business, an employee who does so will be paid under the prevailing rates as established by the Employer at a rate not less than the Corporation of the Town of Fort Erie. All travel shall be calculated from the first day to the last day of each calendar month and shall be paid monthly.

21.03 PAY ON TEMPORARY PROMOTIONS

When an employee temporarily relieves in or performs the principal duties of a higher classified position for which a salary range has been established, they shall receive the rate in the salary range which is higher than their previous rate on the sixth and consecutive working days.

When a higher position outside the bargaining unit is filled on a temporary basis, the employee shall receive the base rate of the new position. The criteria for promotion shall apply in this instance. The employee shall be deemed to be covered by this collective agreement during the period of temporary promotion.

When an employee on filling a position on a temporary basis is appointed permanently to such position, the effective date of promotion shall be from when the position was first filled on a temporary basis.

21.04 SEVERANCE PAY

An employee shall be given such notice as is required under the Employment Standards Act and severance pay on the basis of two weeks salary of the employee's present position, if the Employer:

- (a) ceases wholly or partly the operation;
- (b) changes operating methods;

and the Employer is unable to provide work for an employee in a comparable position.

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

22.01 JOB DESCRIPTION

The Employer shall draw up job descriptions for positions and classifications for which the Union is bargaining agent, these descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objections within thirty (30) days, subject to the Grievance Procedure.

22.02 NO ELIMINATION OF PRESENT CLASSIFICATIONS

Classifications shall not be eliminated without the mutual consent of both parties.

22.03 CHANGES IN CLASSIFICATIONS

Following the introduction of Job Descriptions, if the duties, volume of work or hours of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, the rate of pay shall be subject to negotiations with the Employee Relations Committee.

If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, the negotiation with the Employee Relations Committee shall be considered as Step 3 of the Grievance Procedure and such dispute shall be submitted to Arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

22.04 NEW POSITIONS

If a new position is established by the Employer, the Employer and the Union shall meet to discuss such positions. If agreement is not reached these meetings shall be considered as Step 3 of the Grievance Procedure and such dispute shall be submitted to Arbitration. Any rate established shall be retroactive to when the position was first filled.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 (a) The Employer shall pay on behalf of all full-time employees one hundred percent (100%) of the premium costs and on behalf of all part time employees ~~fifty~~ **sixty-eight percent (68%)** (50%) (excepting pages) of the premium costs of the following benefit plans:

- 1) Employees' Health Tax premiums to be paid in accordance with the laws of Ontario.
- 2)
 - (i) A basic Dental Plan that utilizes the previous year ODA Fee Guide for general dental procedures as outlined in the insurance carrier's policy which includes coverage of up to 100% of eligible expenses.
 - (ii) Eye care coverage \$300.00 per person per 24 months.
 - (iii) The Extended Health Care Plan to include semi private hospital coverage. Pay direct drugs at no deductible, Private duty nursing \$15,000/12 months, Paramedical \$500/year; Chiropractor/podiatrist payments; Out of Province emergency and emergency travel assistance unlimited. Terminated at age 65.
 - (iv) Life Insurance - One and one half (1.5) times an employee's annual earnings with a minimum of sixteen thousand (\$16,000.00) dollars plus A.D.&D. double indemnity benefits payable at all times.
 - (v) Hearing aid benefit Maximum \$700.00/five years.

- 3) Short Term Plan to provide seventy-five percent (75%) of salary starting on the 8th day of sickness up to 17 weeks. This benefit terminates on the member's 65th birthday.

A Long-Term Disability Plan to provide seventy-five percent (75%) of salary starting on the 18th week of sickness effective January 1, 2002. This benefit terminates on the member's 65th birthday.

(b) CHANGE OF INSURANCE CARRIERS BY THE EMPLOYER

The Employer reserves the right to change carriers as required providing any new plan must provide equivalent benefits or better.

23.02 BENEFITS ON EARLY RETIREMENT

- 1) An employee taking early retirement from the Library under the "90 factor" benefit program provided they have ten years continuous services with the Employer at the time of retirement, shall from the effective date of the said pension benefit continue to receive the benefits provided by the Library to the extent of and under the conditions set forth as follows;
 - (i) Extended health benefit plan as per the collective agreement.
 - (ii) Hearing aid benefit as per the collective agreement.
 - (iii) Vision benefit as per the collective agreement.
- 2) The retiree and the employer shall share the cost of premiums for such benefit coverage on a fifty/fifty (50/50) basis, paid quarterly, in advance.
- 3) Should the retiree be receiving a regular employment income in addition to pension income from the Library, the retiree shall not be eligible to receive the benefits described in this clause.
- 4) The coverage ends the date the employee reaches age 65.
- 5) Early retirement benefits effective January 1, 2002.

23.03 WORKERS SAFETY INSURANCE BOARD PAY SUPPLEMENT

All employees shall be covered by the WSIB. An employee prevented from performing their regular work with the Employer on account of an occupational accident which is covered by the WSIB, shall receive in pay the difference between the Workers' Compensation and the employee's salary.

In the event an employee's claim is disallowed by the WSIB, the employee shall claim under Sick Leave Plan.

23.04 PENSIONS

The Employer and the permanent employees shall make contributions in accordance with the provisions of the Ontario Municipal Employees Retirement System and Canada Pension Plan.

The Employer shall supply to the union, annually, upon request, information concerning the rights under the pension plans of members who are employees and covered by the collective agreement.

Any amendments to the aforementioned pension plans causing a reduction to the pension benefits and/or Employer contributions shall be cause for negotiations with the union

ARTICLE 24 - GENERAL CONDITIONS

24.01 BULLETIN BOARDS

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings.

ARTICLE 25 - GENERAL CONDITIONS AND BENEFITS

25.01 CONTINUATION OF ACQUIRED RIGHTS

All provisions in this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereinafter enacted, or proclamation or regulation shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations as per this agreement shall remain in existence.

25.02 AMALGAMATION, REGIONALIZATION AND MERGER

In the event the Employer merges or amalgamates with any other body, the Employer shall endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights with the new employer.
- (b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
- (d) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.

- (e) No employee shall suffer a loss of employment as a result of merger.
- (f) Preference in location of employment shall be on the basis of seniority.

ARTICLE 26 - GENERAL

26.01 PLURAL OR FEMININE TERMS MAY APPLY

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

- 26.02 In any year, a half day or day shall be allowed up to a total of three (3) days to compensate for the loss of pay incurred when the employer decides to close down operations as a result of emergency weather conditions.

In unsafe weather conditions where the employer determines to close the library, those employees who attended work and/or were scheduled to attend work will be compensated for the hours that they should have worked had the library remained open or if they had attended the library.

In unsafe weather conditions no employee will be disciplined for being unable to arrive at work.

- 26.03 The Employer shall set out the work schedules taking into account the vacation requests in accordance with Article 18 as soon as possible after the dates called for in Article 18.05.

- 26.04 1) In this Collective Agreement, the word "spouse" shall also include same sex partners and common-law partners who have been in a partnership of 12 months or longer.

- 2) In this Collective Agreement, dependent child shall also mean a child for whom the employee has custody.

- 26.05 On January 1st of each year of this Agreement, the Employer shall supply the Union President and Unit Chair with a list containing the following information for each employee in the bargaining unit:

- Name
- Classification
- Most Recent address on file
- Most recent telephone number and email addresses on file
- Employment Status (e.g. full-time, part-time, page, temporary, seasonal, casual)
- The names of any employees who are on a leave of absence.

- 26.06 When statutory pay time, vacation or sick time accrual is requested by email, the employer will respond by email with such information within 2 working days.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 (a) DEFINITION

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations or services where such change or changes affects the terms and conditions or security of employment of members of the bargaining unit or alters the basis on which this Agreement was negotiated.

(b) Advance Notice of Technological Change

When the Employer is considering the introduction of a technological change:

(i) The Employer agrees to notify the Union as far as possible in advance of their intention and to update the information provided as new developments arise and modifications are made.

(ii) Pertinent Information Included

The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:

- (a) the nature of the change;
- (b) the approximate date on which the Employer proposed to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment; and
- (e) all other pertinent data relating to the anticipated effects on employees.

(c) Consultations

Where the introduction of technological change will displace or result in the layoff of any employee, the Employer shall notify the Union of its intention to implement such technological change, and will discuss its implications with the Union before implementing such change or changes.

In the event that major technological or organizational change requires special training; the Board shall provide such training as is necessary with no loss of pay or benefits to the employee.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the 31st of December 2024 and in any year thereafter that it desires its termination or amendment.

28.02 CHANGES IN AGREEMENT

All changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

28.03 RETROACTIVE PAY FOR TERMINATED EMPLOYEES

An employee who has left their employment with the Employer before the effective date of the new Agreement shall receive the full retroactivity of any increase in wages or salaries up to the date of their termination, where these conditions are made retroactive.

28.04 RETROACTIVITY

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

Dated at Fort Erie, Ontario this 15th day of December 2021.

Signed on behalf of the
FORT ERIE PUBLIC LIBRARY BOARD

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220

Jerry McCutcheon
Jerry McCutcheon (Dec 22, 2021 17:07 EST)

B. Gules

Laura Trabucco
Laura Trabucco (Dec 21, 2021 10:01 EST)

Ashley Dunk
Ashley Dunk (Dec 15, 2021 18:01 EST)

[Signature]

SCHEDULE "A" – WAGE RATES AND CLASSIFICATIONS
EFFECTIVE JANUARY 1, 2021

Band	Classification	Start Rate	12 months	24 months (Job Rate)
1 (75 - 150)	Pages	13.81	15.17	16.56
2 (151-175)	Public Service Clerk 1 (Full Time)	26.01	26.57	27.42
3 (176-200)	Bookkeeper (Part Time) Library Technician (Full Time/Part Time) Library Assistant (Part Time/Full Time) Library Assistant Marketing PT	26.55	27.12	27.97
4 (201-225)	Library Programming Assistant FT	27.58	28.17	29.03
5 (226-250)	Branch Services Coordinator	28.63	29.23	30.14
6 (251-275)	Children's and Teen Librarian Adult Services Librarian Community Engagement Coordinator	29.68	30.31	31.23

EFFECTIVE JANUARY 1, 2022

Band	Classification	Start Rate	12 months	24 months (Job Rate)
1 (75 - 150)	Pages	14.02	15.40	16.81
2 (151-175)	Public Service Clerk 1 (Full Time)	26.40	26.97	27.83
3 (176-200)	Bookkeeper (Part Time) Library Technician (Full Time/Part Time) Library Assistant (Part Time/Full Time) Library Assistant Marketing PT	26.95	27.53	28.39
4 (201-225)	Library Programming Assistant FT	27.99	28.59	29.46
5 (226-250)	Branch Services Coordinator	29.06	29.67	30.59
6 (251-275)	Children's and Teen Librarian Adult Services Librarian Community Engagement Coordinator	30.12	30.76	31.70

EFFECTIVE JANUARY 1, 2023

Band	Classification	Start Rate	12 months	24 months (Job Rate)
1 (75 - 150)	Pages	14.27	15.67	17.11
2 (151-175)	Public Service Clerk 1 (Full Time)	26.87	27.44	28.31
3 (176-200)	Bookkeeper (Part Time) Library Technician (Full Time/Part Time) Library Assistant (Part Time/Full Time) Library Assistant Marketing PT	27.42	28.01	28.89
4 (201-225)	Library Programming Assistant FT	28.48	29.09	29.98
5 (226-250)	Branch Services Coordinator	29.57	30.19	31.13
6 (251-275)	Children's and Teen Librarian Adult Services Librarian Community Engagement Coordinator	30.65	31.30	32.25

NEW - EFFECTIVE JANUARY 1, 2024

Band	Classification	Start Rate	12 months	24 months (Job Rate)
1 (75 - 150)	Pages	14.52	15.95	17.41
2 (151-175)	Public Service Clerk 1 (Full Time)	27.34	27.92	28.81
3 (176-200)	Bookkeeper (Part Time) Library Technician (Full Time/Part Time) Library Assistant (Part Time/Full Time) Library Assistant Marketing PT	27.90	28.50	29.40
4 (201-225)	Library Programming Assistant FT	28.98	29.60	30.50
5 (226-250)	Branch Services Coordinator	30.09	30.72	31.67
6 (251-275)	Children's and Teen Librarian Adult Services Librarian Community Engagement Coordinator	31.19	31.85	32.82

- NOTE:** 1. The employees designated by the Board to act in the absence of the Chief Executive Officer shall receive an additional \$15.00 per day.
2. All employees on the payroll in their present classifications as at the date of signing the agreement shall be considered as 2nd year for the purposes of Schedule "A". An employee transferring laterally or being promoted to another position shall not suffer a loss of pay as a result thereof.
- All new employees shall be hired at the 1st year rate and progress to the 2nd year rate upon completion of the first twelve (12) months of employment.

LETTER OF UNDERSTANDING

Between:

FORT ERIE PUBLIC LIBRARY BOARD

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220

RE: EMPLOYEE RELATIONS COMMITTEE – TERMS OF REFERENCE

The parties agree that Appendix 1 – Employee Relations Management Committee – Terms of Reference will be used as a working draft document for the Employee Relations Management Committee and all meetings will be conducted in accordance with Appendix 1.

Should the parties agree to amend this document during the life of this collective agreement such changes will be deemed incorporated into Appendix 1.

Signed this 15th day of December 2021.

Signed on behalf of the
FORT ERIE PUBLIC LIBRARY BOARD

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220

Jerry McCutcheon
Jerry McCutcheon (Dec 22, 2021 17:57 EST)

B. Guller

LETTER OF UNDERSTANDING

Between:

FORT ERIE PUBLIC LIBRARY BOARD

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220

RE: SCHEDULING

During 2021 contract renewal negotiations the parties discussed employee work assignment and scheduling concerns.

The employer agreed to make every reasonable effort to equitably distribute work assignments and minimize extended weekend scheduling subject always to the library staffing requirements having particular regard to coverage of vacations, absences, programming or any other operational exigency.

For greater clarity the employer agreed to make every reasonable effort to schedule employees no more than 3 nights per week or 6 weekends in 8.

Signed this 15th day of December 2021.

Signed on behalf of the
FORT ERIE PUBLIC LIBRARY BOARD

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220

Jerry McCutcheon
Jerry McCutcheon (Dec 22, 2021 17:07 EST)

B. Gules

LETTER OF UNDERSTANDING

BETWEEN:

FORT ERIE PUBLIC LIBRARY BOARD

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2220

RE: SUNDAY SERVICE

This will confirm the understanding reached regarding the possible introduction of Sunday Service during the life of the Collective Agreement.

Should the Library introduce Sunday Service it is agreed work opportunities will be made available as follows:

Regular employees will be canvassed in accordance with their seniority to work the scheduled Sunday opportunity. If scheduled the employee will be paid the applicable premium rate for all hours worked on the Sunday.

Thereafter temporary/casual employees may be canvassed if there are insufficient volunteers.

Signed this 15th day of December 2021

Signed on behalf of the
FORT ERIE PUBLIC LIBRARY BOARD

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220


Jerry McCutcheon (Dec 22, 2021 11:07 EST)



APPENDIX 1

EMPLOYEE RELATIONS COMMITTEE (TERMS OF REFERENCE)

1. OBJECTIVE/PURPOSE

Both parties in recognizing their interest in delivering services to the public in an efficient and economical manner and to maintain good working conditions for all employees agree to maintain an Employee Relations Committee for such purposes.

The Committee shall provide an open forum of communication between the parties, to share information and to resolve issues which may arise between the parties. The parties agree to use the Employee Relations Committee for opportunities to strengthen the working relationship between management and staff.

2. NAME OF COMMITTEE

The name of the committee shall be the Employee Relations Committee.

3. STRUCTURE AND SIZE

The Committee will be composed of representatives of the parties as follows:

For Management: Representative shall be the Chief Executive Officer and the Business Administrator

For the Union: Representatives shall be President of CUPE Local 2220 and one other member of the Union Executive (i.e.: Vice President or Secretary or Treasurer)

Other Staff, Board Members or resource people may attend meetings on request or by invitation. Such attendance must be made known to the other party in advance of the meeting.

4. LIMITATIONS

The Committee may discuss and attempt to resolve matters covered by the terms and conditions of the Collective Agreement

The Committee shall have no authority to change, delete or modify any term of the Collective Agreement nor to settle grievances arising under the agreement. Committee discussion shall not be made public except for those recommendations that have been mutually agreed upon.

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Management may be affected by any participation by them in good faith in their representative capacities.

5. AGENDA

The Chief Executive Officer and Union President will exchange agenda items four days prior to the meeting date. Emergency items arising after the agenda is prepared can be entertained on the agreement of the parties at the outset of the meeting. Approval of Minutes from the previous meeting will be an item on each meeting's agenda. In addition, business arising from the minutes of the previous meeting will be handled as an item on each meeting's agenda. An item on the agenda may be disposed of by referral to a more appropriate forum or cancelled by mutual agreement of the parties.

6. CHAIR RESPONSIBILITY

Management and the Union will alternate the Chair responsibilities from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open flexible style of discussion on agenda items.

7. MINUTES

Management and the Union will alternate the responsibility for preparation of minutes from meeting to meeting. The minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the minutes. The minutes will be typed and circulated to Committee members in draft form seven to ten days following the meeting. These minutes will be typed, approved and signed by the Union President and the Chief Executive Officer at the following Employee Relations Committee meeting.

8. MEETING TIMES

The Committee will meet four (4) times per year in a location to be designated in the agenda. It will be the Committee's objective to limit each meeting to last no longer than two hours.

9. PAYMENT OF WAGES

Any Union Representative on the Employee Relations Committee required to attend meetings with the Management Representatives held within working hours shall do so without loss of remuneration.

10. AMENDMENTS TO THE TERMS OF REFERENCE

It is understood that the Committee shall have the sole authority to implement amendments, additions to or deletions from this document, subject to the mutual agreement of both representatives of the Fort Erie Public Library Board and the representatives of CUPE Local 2220.