

COLLECTIVE AGREEMENT

BETWEEN



**PORT COLBORNE**

THE PORT COLBORNE PUBLIC LIBRARY BOARD

AND

**CUPE** / *Canadian Union  
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 155-00

APRIL 1ST, 2021 - MARCH 31ST, 2025

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**COLLECTIVE AGREEMENT**

**THE PORT COLBORNE PUBLIC LIBRARY BOARD**

(Hereinafter called the "The Employer")

Party of the First Part

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 155**

(Hereinafter called "The Union")

Party of the Second Part

**PART "A"**

**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with the procedures for dealing with grievances and complaints.

**ARTICLE 2 – RECOGNITION**

2.01

- (a) The Board recognizes the Union as the exclusive bargaining agent for all Employees of The Port Colborne Public Library Board in Port Colborne save and except Director of Library Services' Assistant, persons above the rank of Director of Library Services' Assistant.
- (b) Persons regularly employed for not more twenty-four (24) hours per week, and students employed during the school vacation period shall be covered by Part "B" of this Collective Agreement.

The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and to introduce them to the location steward or the President of the local Union at the earliest opportunity.

- (c) The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect and to introduce them to the location steward or the President of the local Union at the earliest opportunity. The Union President or their assigned designate shall be allowed up to one (1) hour during regular working hours to meet with new employees in order to inform them of their rights and responsibilities with respect to membership in the Union. This meeting shall be held on the same day as the Employers new employee orientation session.

- 2.02 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by the Agreement, except for the purposes of instruction, experimenting, emergencies or when a regular qualified employee is not readily available, and the time involved is for not more than one half shift.
- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Board or the Union, or their respective representatives which conflicts with the terms of this Collective Agreement.
- 2.04 The Board and the Union agree that any new positions not coming within the foregoing recognition clause or list of exclusions shall be discussed by the parties to determine whether they come within the jurisdiction of this agreement or are excluded.
- 2.05 (a) The word "employee" in this agreement shall mean the employee for whom the Union is the bargaining agent as set out in Article 2.01.
- (b) The word "Board" shall mean the Board of Trustees of the Port Colborne Public Library or its representatives.

### **ARTICLE 3 - TEMPORARY EMPLOYEES**

- 3.01 Temporary Employee(s): Shall mean those persons hired to work for a specified time period in a temporary job posting due to special projects, sickness or leave of absence. Persons filling in for maternity leave are temporary employees for the duration of the length of the maternity leave despite the 160 working day limitation specified in Article 3.02. The termination of a temporary employee resulting from the elimination of a temporary assignment shall not be subject to a grievance.
- 3.02 Temporary Employees who have gained seniority and transfer from one job classification to another reclassification shall be subject to a trial period of one hundred (100) working days, as defined in Article 11.01.
- 3.03 Temporary employees who are employed for a specific term or task or are hired under a government employment program shall be entitled to all rights and benefits of the Collective Agreement with exception of the following Articles:
- 11. Seniority
  - 16. Vacations
  - 21. General Health Plan
  - 22. Pension Plan
  - 23. Short Term and Long-Term Disability

The Employer shall have the exclusive right to discharge temporary employees provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

Temporary employees shall be eligible for paid holidays in accordance with the Employment Standards Act.

- 3.04 Temporary employees shall not in any way displace permanent employees nor will they be retained in or granted work or overtime in preference to permanent employees who normally perform the work. Temporary employees may apply for a posted vacancy and will receive consideration for such vacancy before an outside person is hired. Temporary employees shall not be used to decrease the permanent staff complement.
- 3.05 Nothing in this article will be construed to include funding programs to hire students.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01 All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.
- 4.02 The Board shall, during the life of this Agreement, deduct from the pay of the employees who are members of the bargaining unit, uniform monthly dues in an amount fixed by the Union.
- 4.03 The total amount of the monthly deductions will be remitted regularly each month by the Board to the Secretary-Treasurer of the Union, with a list of employees from whom deductions have been made.
- 4.04 The Board agrees to deduct such regular monthly Union dues as are levied upon all members of the Union in accordance with its constitution and by-laws, from the first pay in each month of all present employees and of new employees, after thirty (30) days of employment.
- 4.05 The amount of such regular monthly Union dues shall be certified to the Board by the Secretary- Treasurer of the Union.
- 4.06 At the time that Income Tax (T-4) slips are made available; the Employer shall include the amount of union dues paid by each union member in the previous year.

#### **ARTICLE 5 - NO CESSATION OF WORK**

- 5.01 Neither the Union or any employee shall take part in, or call, or encourage any strike, sit-down, slow-down, or any suspension of work against the Board, which shall in any way affect the operations of the Board, nor shall the Board engage in any lock-out, during the terms of this Agreement.

#### **ARTICLE 6 - BOARD RIGHTS - MANAGEMENT**

- 6.01 The Union recognizes the right of the Board to operate and manage its business in all respects in accordance with its obligation and in pursuance of its policies.
- 6.02 The Union acknowledges that it is the exclusive function of the Board to:
- (a) Maintain order, discipline and efficiency;

- (b) Hire, discharge, lay-off, classify, direct, transfer, promote, demote, and suspend or otherwise discipline employees; and
  - (c) Generally to manage the enterprises in which the Board 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, schedules of operations, the types and location of equipment to be used and the number of persons to be employed.
- 6.03 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this agreement and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this agreement, may be subject of a grievance.
- 6.04 The Board 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 Board in such rules and regulations without prior notice to, and discussion with the Union.

#### **ARTICLE 7 - DISCRIMINATION**

- 7.01 The Board agrees that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, disability, religion, sex, sexual orientation, race, colour, ancestry, ethnic origin, citizenship, place of origin, family status, marital status, gender identity, gender expression, record of offences nor by reason of their membership or activity in the Union as provided in Section 4.02 and as provided for in the Human Rights Act.
- 7.02 The Employer and the Union 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, disruptive workplace conflict and disrespectful behaviour.
- 7.03 The Employer and the Union affirm that all staff of the Library Board are entitled to a respectful work environment. Therefore, the Employer and the Union will not condone any inappropriate behaviour on the part of any person.

#### **ARTICLE 8 - STEWARDS AND UNION COMMITTEE**

- 8.01 The Board will recognize three (3) employees as Stewards, one (1) of whom shall be the Chief Steward.
- 8.02 Meetings between the Board and the Union Committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than two (2) days prior to the time of the scheduled meeting except in cases of emergency. Such meetings shall be held not later than six (6) days after the request has been made.
- 8.03 The officers of the Union, the Chief Steward and Stewards have regular duties to perform on behalf of the Board. They will not absent themselves from their regular duties unreasonably in order to deal with grievances of 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.
- 8.04 In accordance with this understanding the Board will compensate the Union officers, the Chief Steward and the 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.

- 8.05 The Union shall notify the Board in writing of the names of its Officers, Chief Steward, Stewards and Union Committee. Such notification shall be addressed to the C.E.O.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 It is the mutual desire of the parties that complaints of employees be adjusted as promptly as possible. It is understood that an employee has no grievance 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 Director of Library Services or their representative within eight (8) days of the event upon which the grievance is based. The Director of Library Services or their representative shall, if requested by the employee, arrange for the presence of their Steward, who shall be given the opportunity to discuss the grievance in the presence of the appropriate steward. The Director of Library Services or their representative will give their decision in writing within two (2) days of its receipt.

- 9.03 **Step 2** - If not settled in Step 1, the grievance may, within five (5) days, be submitted in writing by the Union Grievance Committee to the Chief Executive Officer (addressed or delivered in an envelope clearly identified "GRIEVANCE MATTER"), to be dealt with at a meeting of the Chief Executive Officer and two trustees of the Board under Section 8.02, to be held within fifteen (15) days of the submission or such longer period as is mutually agreed upon.

At Step 2 and at meetings provided for in Section 8.02, there may be present a representative of the Union if requested by either party. The decision of the Board or the Union Committee in the case of a Board grievance, 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 claimed to be violated or relied upon and the decision shall specify basic facts and reasons.

- 9.04 **Step 3** - If not settled, the grievance may within thirty (30) 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 (5) 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 (5) days after they have first met, either party may within a further five (5) 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 (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitral 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 proceed with the matter on its merits. The Arbitration Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration, or alleged violation of the agreement, then the Arbitration Board or the Union Committee, in the case of a Board grievance, shall stand.

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.

- (e) 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.
- 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 Board 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 Within ten (10) days of the event upon which the grievance is based, the Board 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 involved more than five (5) employees.
- 9.07 If at any Step of the Grievance Procedure a grievance is not submitted within the period specified, it shall be deemed to be abandoned.
- 9.08 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.
- 9.09 In this Article 9, the word "days" shall mean working days
- 9.10 Nothing in this Agreement shall be considered as prohibiting the parties from access to the provisions of the Ontario Labour Relations Act for the disposal of grievances.
- 9.11 If a grievance is not resolved following Step 2 of the grievance process, the parties may, attempt to resolve the matter by submitting the grievance to a Grievance Mediation Officer. The decision to attempt mediation must be mutually agreeable and confirmed within thirty (30) days from the decision of the Chief Executive Officer at Step 2.

If the parties utilize the mediation process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The parties will jointly share the cost of the Grievance Mediation Officer's services.

#### **ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES**

10.01 A claim by a seniority 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 Director of Library Services or their representative within three (3) working days after the discharge or discipline or within three (3) working days after the Union has been notified in writing of the discharge or discipline whichever is the later.

The Employer shall have the exclusive right to discharge Employees during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

10.02 The Board will notify the Union in writing in all discharge or discipline cases, as soon as possible, but within three (3) working 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 Board'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 An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes involving Local 155 of the Canadian Union of Public Employees. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action. However, an employee who chooses not to cross the picket line shall not be paid for such time missed.

10.05 No letters or notices of warning or any expression of dissatisfaction concerning an employee's work that is placed on any employee's personnel record shall be used against any employee unless a copy of said letter or notice is given to the employee(s) concerned within five (5) days of its origin. No such disciplinary record, including records of suspension can be used against an employee after a period of eighteen (18) months have elapsed from the date of its origin during which no further disciplinary record or notation has been added to the employee's personnel record.

#### **ARTICLE 11 - SENIORITY**

11.01 It is understood that all the following seniority rights are designed to give to each employee according to their seniority with the Board, an equitable measure of job security, consistent with the efficient operation of the various functions which are the responsibility of the Board.

11.02 (a) An employee shall be placed on the Seniority List as at the date of hiring, after a probationary period of 100 days worked.

b) Until an employee is so placed on the Seniority List they shall be known as a temporary employee, whose discharge is at the discretion of the corporation provided

the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

- 11.03 The Board shall prepare and post copies of the Seniority Lists (a separate seniority list shall be prepared for part-time employees covered by Article 2.01(b) and deliver copies by mail to the Union. The lists shall be brought up to date as at May 15th and October 15th of each year.
- 11.04 Seniority rights shall cease, and employment will be terminated for any of the following reasons:
- a) If the employee quits and the resignation is not rescinded in writing within twenty-four (24) hours.
  - b) After twelve (12) consecutive months of lay-off.
  - c) If the employee is discharged and the discharge is not reversed through the Grievance Procedure.
  - d) If an employee has been absent for five (5) consecutive working days without having notified directly the Director of Library Services or the C.E.O., unless a satisfactory reason is given.
  - e) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the Board's records, to report for work and does not give a reason satisfactory to the Board.
  - f) If an employee overstays a leave of absence granted by the Board in writing and does not secure an extension of such leave, unless a reason satisfactory to the Board is given.
  - g) Upon retirement.
  - h) If any employee accepts employment while on sick leave.
- 11.05 In promotions, demotions, transfers, lay-offs and recall, the following factors shall be considered:
- (a) Knowledge, education or equivalent experience, suitability, efficiency and ability to do the work of the job;
  - (b) Physical fitness;
  - (c) Length of continuous service;

And when factor (a) and (b) are relatively equal in the judgement of the Board, which shall not be exercised in an arbitrary or discriminatory manner, factor (c) shall govern.

- 11.06 Job posting shall be dealt with in the following manner:
- (a) Vacancies shall be posted internally for a period of seven (7) working days. If no suitable candidate applies, the job may be filled by the Board from among the other employees, or by new hiring.
  - (b) The posting shall show the classification vacant, the qualifications required, the requirements of the job and the wages for it.

- (c)
    - (i) An employee may apply in writing for a posted job as designated on the posting, setting out in detail their qualifications for the job.
    - (ii) Upon filling of a posted job, the Board shall post the name and the seniority status of the successful applicant.
    - (iii) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive, reasons why they did not get the job. Any such request shall be made in writing to the Director of Library Services within three (3) working days of the filling of the vacancy and the answer shall be given within three (3) working days of the making of the request.
    - (iv) The Union shall be notified of the name of a successful applicant.
  - (d) The Board shall be free to temporarily fill a vacancy immediately if it sees fit and no grievance may be filed under this Section 11.06 until notification is given under Section 11.06(c)(iv).
  - (e) In this Section 11.06, vacancies shall mean those of a long-term nature such as arise through quits, new jobs, extended illness, retirements etc., and shall include two vacancies resulting from the filling of a posted vacancy but no subsequent vacancies arising from the original vacancy. Vacancies shall be posted within ten (10) days except if the Board intends to postpone the filling of a vacancy, or not to fill it, in which case the Board shall so notify the Union in writing.
  - (f) If after posting a vacancy, the Board intends to postpone filling the vacancy or not to fill it, the Board shall notify the Union in writing of reasons for not filling it within ten (10) working days of the posting period.
  - (i) If the postponement is for a definite period, the job will be posted in the regular way when the Board decides to fill the vacancy.
  - (g) In this Section 11.06, "days" shall mean working days.
- 11.07 Where possible, the Board will give at least four (4) weeks notice of lay-off (or pay in lieu of notice) to each employee so affected.
- 11.08 An employee promoted or transferred to a position outside the Bargaining Unit for greater than three (3) months, shall have their seniority frozen while so employed. Such an employee on returning to the Bargaining Unit shall, subject to Section 11.05, exercise seniority in the classification in which they worked at the time of leaving the Bargaining Unit.
- 11.09 (a) Should the Board merge, amalgamate or combine any of its operations or functions with another municipality the Board will endeavour to arrange where practical, for the retention of seniority rights, for each employee of the Board who thus becomes an employee of such other municipal employer in so far as the law permits.
- (b) If as result of the Board ceasing all or part of the operations, or merging with another municipality, or if by reason of any changes in operating methods the Board is unable to provide work for a pay in a comparable class of work, the employees shall be accommodated in accordance with the applicable legislation.

- 11.10 In the event that a full-time employee is transferred or elects to a part-time position with the Board, they shall be credited with their seniority at the new position as was accumulated while full-time and similarly a part-time employee who is transferred to a full-time position.
- 11.11 Work Beyond Age 65: It is agreed that in accordance with the *Ontario Human Rights Code*, there shall be no further mandatory retirement for employees governed by this collective agreement.

## **ARTICLE 12 - TRANSFERS**

- 12.01 (a) **A PERMANENT TRANSFER** is where an employee is required to be reclassified to a different job as a result of:
- (i) Job posting; or
  - (ii) A reduction in the work force.
- (b) **A TEMPORARY TRANSFER** is a job transfer other than a permanent transfer, where an employee is NOT required to be reclassified to a different job, as above, and following which they is expected to return to their regular job with which they are still classified.
- 12.02 Normally, in the case of a Job Posting, where a successful applicant has had an acceptable amount of experience with the type of work called for, they will be classified when transferred at the corresponding rate.
- 12.03 When an employee temporarily substitutes in or performs the principal duties of a higher paying position, they shall receive the rate for the job after one shift. When an employee is assigned to a position paying a lower rate, their classified rate shall not be reduced.

## **ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 Leave of absence without pay for a reasonable period may be allowed by the Board for personal reasons on application in writing to the secretary of the Board and shall not be for purposes of taking employment elsewhere. Unless otherwise mutually agreed, such leaves shall not exceed three (3) months and seniority shall accumulate during such leaves.
- 13.02 An employee selected to a Union position, or selected by the Union to do work which takes them from their employment with the Board shall, upon written request to the Board, receive a temporary leave of absence without pay according to provincial law, for the period of the 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 (1) employee may be absent at any one time and such leaves without pay shall not total more than fifteen (15) working days in two (2) years, excluding traveling time.
- 13.03 Pregnancy, Parental and Adoptive Leave shall be in accordance with the Ontario Employment Standards Act as amended from time to time.
- 13.04 The Board will pay the cost of any academic or technical course of study approved by the Board, including online study courses.
- 13.05 Where an employee does not qualify for paid bereavement leave the employee may request a leave without pay to attend a funeral service. The employee shall have the option of using banked vacation or lieu time rather than lose pay for the leave. Such requests shall be

considered, notwithstanding they may be made on short notice as a result of unexpected circumstances.

**ARTICLE 14 - CLASSIFICATIONS AND SALARIES**

14.01 The Board agrees to pay and the Union agrees to accept the following classifications and salaries as per Schedule "A":

Secretary-Bookkeeper Librarian

Technician

Assistant Librarian I Assistant

Librarian 11 Maintenance

14.02 The Employer shall deposit the employee's pay by 4:00 p.m. every other Thursday in the account of the employee at the Financial Institution of the employee's choice.

**ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.01 Regular hours of work, for all permanent full-time employees, except the caretaker shall be thirty-five (35) hours per week. Regularly scheduled hours of work will not be changed, or new shifts established by the Board, without one (1) week notice prior to and discussion with the Union. There shall be no split shifts for full-time employees.

Shifts presently established are as follows:

Day Shifts            9:00 a.m. to 5:00 p.m.

10:00 a.m. to 6:00 p.m.

Evening Shifts      12:00 p.m. to 8:00 p.m.

Lunch periods of one (1) hour are allowed as scheduled.

15.02 Opportunities for overtime work shall be distributed by the Director of Library Services or their representative as equally as is practical among the employees.

15.03 An employee who is required and authorized by the Director of Library Services or their representative to work in excess of the regular hours of work established in Article 15.01 shall be paid at the rate of:

(a) Overtime at time and one-half for all hours worked in excess of the daily or weekly hours specified in Article 15.01 and for all hours worked on the day a Paid Holiday is observed; and

(b) Double time for all hours worked on Sunday, save that no overtime shall be paid for a

period of less than fifteen (15) minutes worked immediately following the completion of the regularly scheduled working hours on any one day.

- (c) Instead of cash payment for overtime, an employee may choose to receive time off at a time mutually agreed upon by the Director of Library Services or their representative and the employee.

15.04 For purposes of this Article, the wage rate shall be the basic weekly rate of pay divided by the employee's standard weekly hours of work.

15.05 Call in Pay

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

- (a) A minimum of four (4) hours pay, or
- (b) At their applicable overtime rate for the time worked on the call-in, whichever is the greater.

15.06 The Board and the Union agree that flex time may be accommodated by management based on seniority and operations for library staff with the understanding that core service hours and service must be maintained.

**ARTICLE 16 - VACATIONS**

16.01 An employee on the payroll shall be granted a vacation with pay in each calendar year on the following basis:

Years of Service as of December 31 <sup>st</sup> in vacation year	Vacation Entitlement	Pay as a Percentage of Earnings in Year Ending December 31 <sup>st</sup>
Less than one (1) year	One (1) working day with a pay for each month up to a maximum of ten (10) days	4% of earnings
One (1) year or more	2 weeks	4% of earnings
Three (3) years or more	3 weeks	6% of earnings
Ten (10) years or more	4 weeks	8% of earnings
Seventeen (17) years or more	5 weeks	10% of earnings
Twenty-Five (25) years or more	6 weeks	12% of earnings
Thirty (30) years or more	One (1) additional day per year beginning in year thirty (30)	

Vacation pay shall be based on the appropriate percentage of earnings in the year ending December 31<sup>st</sup>, or maintenance of the Employees regular pay, whichever is greater, for the purpose of reconciliation of overtime only.

- 16.02 Vacation cheques will be made available in advance of the employee's vacation period on request being made one (1) week prior to the start of that employee's vacation period.
- 16.03 The vacation period shall be from January 1<sup>st</sup> to December 31<sup>st</sup> unless otherwise requested by the employee and subject to the discretion of the Director of Library Services or their representative.
- 16.04
- (i) By February 15<sup>th</sup>, the Board shall post a list and the employees shall indicate by February 28<sup>th</sup>, the vacation period they wish. The Director of Library Services shall then see the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as they consider consistent with the efficient functioning of the department.
  - (ii) The Director of Library Services shall post a list of the vacation periods by April 1<sup>st</sup>. After April 15<sup>th</sup>, the Director of Library Services or the employee shall not alter the vacation periods unless by mutual consent.
- 16.05 Where an employee qualifies for sick leave requiring hospitalization, or bereavement, or any other approved leave during his/her 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 day mutually agreed upon.
- For the purpose of this clause the word "hospitalization" is broadly defined and includes admission to a hospital as well as same day surgeries and/or medical procedures performed in a hospital, outpatient clinic or Doctor's office provided the need to remain off work on sick leave is supported with a note from a recognized medical practitioner.
- 16.06 Employees hired after May 31, 1978, are allowed to take their vacation in the year it is being earned. Should employment be terminated prior to completing the service required to earn the vacation and payment has been received for same, the overpayment will be deducted from the employee's final pay.
- 16.07 New Employees vacation time will be pro-rated based on months of service in the first year. After that vacation time is based on accumulated seniority. If an employee begins on or before the 15<sup>th</sup> of a month, they will be entitled to one (1) vacation day per month outlined in articles 16.01. If an employee begins on or after the 16<sup>th</sup> of a month, they will not be entitled to a vacation day for that month.
- 16.08 Employees returning to work from pregnancy or parental leave shall be granted the regular vacation entitlement owed to them in their returning calendar year as time off without pay. Notwithstanding the foregoing, the employer agrees that these employees will be entitled to be paid for 2 weeks of that vacation time at (4%).

#### **ARTICLE 17 - PAID HOLIDAYS**

- 17.01 Each employee shall be entitled to a holiday with pay or shall receive the equivalent of their regular day's pay for each of the following days:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Boxing Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve Day, Christmas Day, and the Civic Holiday

And any other special days if proclaimed by City Council as a holiday, provided that:

- (i) he has worked on their regularly scheduled shift immediately preceding and succeeding the Paid Holiday, unless written permission is obtained from the Director of Library Services or their representative, or unless the employee is on sick leave with a doctor's certificate; and

Subject to mutual agreement between the employee and the department Head or supervisor

- 17.02 An employee who is required to and does work on the day of observance of one of the above holidays shall, in addition to the benefits of Section 17.01, be paid in accordance with the provisions of Article 15.
- 17.03 If the holiday is observed on a normal working day during an employee's vacation, they shall receive another day's vacation with pay at a time mutually agreed upon.

#### **ARTICLE 18 - BEREAVEMENT LEAVE**

18.01 An employee shall be granted:

- (a) five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a wife, husband, same sex partner, son, daughter, step-child, parent, step-parent, brother or sister.
- (b) three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a mother-in-law, father-in-law, grandchild, grandparent, grandparent-in-law, legal guardian or ward, brother-in-law or sister-in-law.
- (c) one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew, any other blood relative residing in the employees household.
- (d) Where the burial occurs outside a two hundred and forty (240) kilometre radius of the municipality, such leave shall include one (1) day traveling time, and the employee shall provide reasonable proof of death.

The deferral of one day of bereavement upon approval of supervisor for the purpose of attending a funeral or memorial service that was delayed and the employee shall provide reasonable proof of day of funeral or service.

#### **ARTICLE 19 - REST PERIODS**

- 19.01 Employees shall be granted one (1) rest period of fifteen (15) minutes in each half of their daily shift and shall be taken at place of employment. Such rest periods shall be scheduled by the employee's Supervisor.

## **ARTICLE 20 - GENERAL HEALTH PLAN**

20.01 The Board agrees to make arrangement for the following Health Plan, subject to the terms and policies and the rules and requirements of the carriers:

- a) Life Insurance - 1½ times the employee's annual salary to the next highest \$500.00 including Accidental Death and Dismemberment.
- b) Employer Health Tax
- c) Green Shield or equivalent Semi-Private Hospital Accommodation.
- d)
  - Green Shield or equivalent plan for extended Health Care Benefits (\$10/\$20 deductible), (\$0.35 deductible prescription drugs).
  - Out of province coverage.
  - Massage coverage of \$20.00 per visit to a maximum of \$240.00 annually.
  - \$75.00 for eye exam coverage every two years.
  - Orthotic replacement to a maximum of \$450.00 every 18 months.
  - Chiropractic coverage of \$20 per visit to a maximum of \$300 annually.
  - Green Shield or equivalent Code 9 Dental Plan - Current ODA rates for all years with rider #2 providing for dentures on the basis of 50-50 co-insurance of \$1,000 maximum per person meaning a maximum claim of \$2,000.
  - Caps and Crowns to a maximum of \$750.00 annually.
  - Bridgework coverage per eligible dependent \$750.00 lifetime.
  - Orthodontics per eligible dependent \$750.00 lifetime.

### **Effective April 1, 2016**

- Eye wear or corrective laser surgery increased to \$450.00 every two years for eye wear or corrective eye laser surgery and \$75.00 for eye exam coverage every two years.
- Hearing aids increased to \$500.00 annually.

### **Effective April 1, 2017**

- Naturopath coverage to a maximum of \$500.00 annually.
- Caps and Crowns increased to a maximum of \$1000.00 annually.
- Orthodontics per eligible dependent increased to \$1000.00 lifetime.

### **Effective April 1, 2018**

- Chiropractic coverage increased to \$30.00 per visit to a maximum of \$500.00 annually.
- e) \$4,000.00 Term Life Insurance till age 70. The Board will retain any E.I. rebates to help defray the cost of premiums incurred.
  - f) Registered Massage Therapist (Medical referral required) \$20.00 per visit up to a maximum of \$240.00 per calendar year.
  - g) Custom made foot orthotics - 1 pair every 18 months to a maximum of \$ 450.00.

- 20.02 The Board shall pay for each regular employee and employees up to age 65 on early retirement in accordance with O.M.E.R.S. participating in such coverage, the maximum amount allowable under the Municipal Act of the Health Plan (100%).
- 20.03 A regular employee on authorized leave of absence or absence due to illness or non compensable accident up to one (1) year duration shall continue to be eligible for the Health Plan. An employee covered by W.S.I.B. benefits shall continue to be eligible for the Health Plan in accordance with the Workplace Safety and Insurance Act.
- 20.04 A regular employee terminated, shall cease to qualify for the above coverage at the end of the calendar month in which they are laid off or terminated.
- 20.05 A regular employee laid off, having attained one (1) year seniority will remain covered by the above following benefits from 20.01 - 1 to 5, for a period of thirty (30) working days from the date they were laid off. After the thirty (30) working days, such benefits can be available at the employee's own cost.
- 20.06 In the event of the death of a permanent employee, the employee's surviving dependent family will continue to receive coverage from 20.01(c) - 20.01(h) at no cost for a period of up to one (1) year subsequent to the death of the employee, providing the surviving spouse is not currently enrolled in same type plan at their place of employment.
- 20.07 Permanent Full Time Employees 65 years of age and older who are eligible and enrolled shall receive all benefits presently covered by this collective agreement with the exception of Article 20.01 (1) regular Life Insurance and Article 22.08 Long Term Disability.

It is however understood that all prescription medications must first be submitted to the Ontario Drug Benefit Plan, and anything not covered by that plan can then be submitted to the Green Shield Plan.

#### **ARTICLE 21 - PENSION PLAN**

- 21.01 The Board will continue for all permanent full-time employees the regular O.M.E.R.S. Pension Plan.

#### **ARTICLE 22 - SHORT TERM AND LONG TERM DISABILITY**

- 22.01 The Board will provide a self insured short term disability benefit plan for all employees on the following basis:
- a) Each regular employee who has successfully completed their probationary period, who gives proof satisfactory to the Board of disabling illness or non- compensable accident shall be paid short term disability based on full pay for the first three (3) weeks of absence due to such illness or accident. Employees will be paid for an additional one and one-half (1.5) weeks and effective on December 31, 1993, an additional two (2) weeks for each year of service to a maximum of seventeen (17) weeks at one hundred percent (100%) of their regular pay. Employees absent in excess of the period for which they are entitled to receive one-hundred percent (100%) of their pay will receive seventy- five percent (75%) for that period until seventeen (17) weeks are completed, and deductions for C.P.P., E.I. and OMERS will continue during this seventeen (17) weeks "Short Term" disability period.
  - b) During the "Short Term" period of disability, periods of disability separated by less than ten (10) full working days of active employment will be considered the same period of disability

unless disability is due to unrelated causes. During the "Short Term" disability period, the employees benefit plans will be continued.

- c) Short Term disability will be paid out at the employee's standard daily wage as of the first day of absence.
- d) The Union will cooperate with the City in defining Short Term Disability and developing early return to work programs for employees who qualify for short term disability.

22.02

a) A regular employee who has satisfactorily completed their probationary period, who gives proof satisfactory to the Board of disabling illness or non-compensable accident, shall be paid in accordance with Section 22.01.

b) If an employee is absent from work due to illness in excess of three (3) consecutive working days the employee shall be required to produce a Doctor's Certificate.

22.03

Any employee prevented from performing their regular work with the Employer due to an occupational accident which is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act shall receive their net income from the Short Term Disability as provided in Article 23.01 and in return the Employer shall receive any monies paid by the Workplace Safety & Insurance Board and credit these monies to the Short Term Disability Plan.

22.04

For the purpose of this Article:

a) "non compensable accident" shall be deemed to mean:

- i) an accident suffered on the job for which compensation in lieu of wages is not received from the Workplace Safety & Insurance Board, including disallowance because of the WSIB's requirements for a minimum period of disability;
- ii) an accident suffered other than while at work.

b) "standard daily wage" shall be the employee's rate of pay per pay period, divided by the number of their normally scheduled working days in the pay period.

22.05 Any employee who, because of illness or injury, is unable to report for duty, shall give notice of such fact to their "immediate supervisor" one hour prior to starting time.

22.06 An employee who is on pregnancy or parental leave or any other leave of absence without pay, shall not be entitled to receive Short Term Sick Leave benefits during said leave. However, Short Term Sick Leave benefits will be reinstated following return from such leave after completion of six (6) full working days.

22.07 In the event an employee becomes ill or disabled while on layoff, they will not be entitled to Short Term Sick Leave payments until their original specified recall date occurs or the date they

would have been recalled, as part of the general recall. If another employee is recalled to perform in their position, that date shall be deemed to be the recall date for purposes of this section, subject to the following:

(a) should the disability occur after written "notice of layoff" has been given, the employee will not qualify for Short Term Sick Leave payments during such period of layoff, and

- (b) where the disability occurred before written "notice of layoff" was given, the employee will qualify for Short Term Sick Leave Benefits In accordance with 22.01(a).

22.08 A Long Term Disability Plan to provide seventy-five percent (75%) of an employee's normal gross monthly earnings to a maximum of \$5,000.00 until the employee reaches the age of 65, plan to be "own occupation type for first two years of disability". Such plan to be effective after four (4) months of disability or expiry of sick leave credits, whichever is the later. Premiums to be paid 75% by the Board and 25% by the Employee. Benefits provided under Article 20.01 are to be paid by the Employer while the Employee is on LTD Benefit. If disabled at age 64, benefits are to be payable for 12 months. The usual provisions of WSIB, CPP and OMERS to be applicable.

### **ARTICLE 23 - MILEAGE ALLOWANCE**

23.01 When requested by the Board and authorized by the employee's Department Head to use personal cars for the Board's business, an employee who does so, will be paid an allowance equivalent to that established by the Canada Revenue Agency as amended from time to time.

### **ARTICLE 24 - METHODS OF SERVICE EMPLOYMENT**

24.01 The Board shall continue to determine the methods through which Library services are provided. The Board agrees that if and when it should alter a method or methods now in effect, no permanent employee with at least one (1) year's seniority with the Board will have their employment terminated by reason thereof.

24.02 In the event that the Board should introduce new methods or equipment which require new or greater skills than are possessed by an affected employee under the present methods of operation, the Board shall reimburse each employee who successfully concludes any such required training or study course, for the cost of tuition and text books. To the extent practicable an employee will be released for training during regular working hours. Where this is not possible and the employer requires the employee to complete the training the employee shall earn lieu time on an hour for hour basis for all hours spent in training. Because this arrangement is intended to enhance job security and is of mutual benefit, such time shall not be considered overtime.

### **ARTICLE 25 - HEALTH AND SAFETY**

25.01 The Board will continue to make adequate provisions for the safety and health of employees during the hours of their employment.

As required under the occupational Health & Safety act the Corporation shall establish safety committees as defined in the Terms of Reference for these committees.

### **ARTICLE 26 - BULLETIN BOARDS**

26.01 The Board will provide a Union Bulletin Board for the posting of approved notices pertaining to Union matters such as notices of meetings and other non-controversial general matters. All notices to be submitted by the Chief Steward to the Director of Library Services or their representative for Board approval.

**ARTICLE 27 - JURY DUTY**

- 27.01 Any employee of the Board who is called upon to serve as a juror or as a witness in a legal proceeding shall be granted leave of absence for such purpose and shall be paid full salary or wages for the period of such service, provided they shall make application to the Director of Library Services or their representative and deposit with the Board, the full amount of compensation received for such service but not including traveling and meals. An employee who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

**ARTICLE 28 - PROTECTIVE CLOTHING**

- 28.01 Annual clothing allowance of \$120.00
- 28.02 The Corporation will pay up to one-hundred & seventy-five (\$175.00) in 2016, 2017 and 2018 and up to two hundred (\$200.00) beginning on April 1, 2019 upon submission of appropriate receipts for the purpose of safety boots for all permanent employees required to wear the same under the Occupational Health and Safety Act. Future replacement of safety boots will be replaced on a worn out basis only.

**ARTICLE 29 - LEGISLATION**

- 29.01 This Agreement is subject to all legislation enacted by the Governments of Ontario or Canada.
- 29.02 Voting Time for Government Elections
- Each employee shall receive time off to vote with no loss in pay in accordance with the provisions of the Canadian Elections Act.

**ARTICLE 30 – NOTICES**

- 30.01 The Board will give the Union written notice of the names of the Supervisory staff.
- 30.02 Each employee shall keep the Board informed of their current address and telephone number (if any).
- 30.03 Unless otherwise specified, notices required by this Agreement and correspondence between the parties which occur as a result of this Agreement shall be exchanged electronically. When required or when either party considers it appropriate in the circumstance communication will be initiated by regular mail. Regular mail may also be sent as a follow up to e-mail.

Communication shall be between:

- 1) The Director of Library Services  
Port Colborne Public Library 310  
King Street  
Port Colborne, Ontario  
L3K 4H1

- 2) The Secretary Local 155, and  
The Unit Chairperson  
CUPE Local 155 Library Unit
  
- 3) CUPE National Representative  
St. Catharines Area Office  
Canadian Union of Public Employees Two  
Westport Centre  
110A Hannover Drive, Suite 101 St.  
Catharines, Ontario  
L2W 1A4
  
- 4) The Chief Executive Officer  
Port Colborne Public Library  
c/o The City of Port  
Colborne 66 Charlotte Street  
Port Colborne, Ontario  
L3K3C8  
cao@portcolborne.ca

The Parties commit to exchanging and maintaining current e-mail addresses to ensure e-mail communication is efficient and effective.

### **ARTICLE 31 - TERMS OF AGREEMENT**

31.01 This Agreement shall become effective April 1, 2021, and such Agreement shall remain in effect up to and including March 31, 2025, and thereafter shall continue in effect from year to year, unless within the ninety (90) day period prior to March 31, 2025, or any anniversary of such date, either party gives written notice to the other party that it desires revision, modification, or termination thereof. In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of notification.

## **PART "B"**

The following Articles of Part "A" of this Collective Agreement shall apply to those employees covered by Article 2.01(b) of Part "A" of the Collective Agreement and are referenced in accordance with Part "A" Article Numbers:

### **ARTICLE 1 - PURPOSE**

1.01 Refer to Part "A"

### **ARTICLE 2 - RECOGNITION**

2.01 (b) Refer to Part "A"  
2.02 Refer to Part "A"  
2.03 Refer to Part "A"  
2.04 Refer to Part "A"  
2.05 (a) Refer to Part "A"  
2.05 (b) Refer to Part "A"

### **ARTICLE 3 - TEMPORARY EMPLOYEES**

3.01 Refer to Part "A"  
Time work pro-rated based on 1820 hours per year  
3.02 Refer to Part "A"  
3.03 Refer to Part "A"  
3.04 Any period of temporary employment as defined by Article 3.01 of Part "A" of this Agreement shall be offered to part-time employees before being offered to any outsiders provided they are qualified in accordance with Article 11.05.

### **ARTICLE 4 - UNION SECURITY**

4.01 Refer to Part "A"  
4.02 Refer to Part "A"  
4.03 Refer to Part "A"  
4.04 Refer to Part "A"  
4.05 Refer to Part "A"  
4.06 Refer to Part "A"

### **ARTICLE 5 - NO CESSATION OF WORK**

5.01 Refer to Part "A"

**ARTICLE 6 - BOARD RIGHTS - MANAGEMENT**

- 6.01 Refer to Part "A"
- 6.02 Refer to Part "A"
- 6.03 Refer to Part "A"
- 6.04 Refer to Part "A"
- 6.05

**ARTICLE 7 - DISCRIMINATION**

- 7.01 Refer to Part "A"

**ARTICLE 8 - STEWARDS AND UNION COMMITTEE**

- 8.01 The Board will recognize two (2) employees as Stewards, one (1) of whom shall be the part-time Chief Steward.
- 8.02 Refer to Part "A"
- 8.03 Refer to Part "A"
- 8.04 Refer to Part "A"
- 8.05 Refer to Part "A"

**ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 Refer to Part "A"
- 9.02 Refer to Part "A"
- 9.03 Refer to Part "A"
- 9.04 Refer to Part "A"
- 9.05 Refer to Part "A"
- 9.06 Refer to Part "A"
- 9.07 Refer to Part "A"
- 9.08 Refer to Part "A"
- 9.09 Refer to Part "A"
- 9.10 Refer to Part "A"

**ARTICLE 10 - DISCHARGE & DISCIPLINE CASES**

- 10.01 Refer to Part "A"
- 10.02 Refer to Part "A"
- 10.03 Refer to Part "A"
- 10.04 Refer to Part "A"
- 10.05 Refer to Part "A"

**ARTICLE 11 - SENIORITY**

- 11.01 Refer to Part "A"
- 11.02 (a) Refer to Part "A"
- 11.02 (b) Refer to Part "A"
- 11.02 (c) Seniority for employees covered by Article 2.01(b) will be based on hours worked i.e. 1820 hours worked equals one (1) year of seniority.
- 11.03 Refer to Part "A"
- 11.04 Refer to Part "A"
- 11.05 Refer to Part "A"
- 11.06 (a) Refer to Part "A"
- 11.06 (b) Refer to Part "A"
- 11.06 (c) Refer to Part "A"
- 11.06 (d) In addition to the provisions of Article 11.06(d) of Part "A" of the Agreement, the following shall apply to Part "B":  
Consideration shall be given to part-time employees prior to the use of outsiders for regular work hours including special projects other than Government grants.
- 11.06 (e) Refer to Part "A"
- 11.06 (f) Refer to Part "A"
- 11.06 (g) Refer to Part "A"
- 11.07 Refer to Part "A"
- 11.08 Refer to Part "A"
- 11.09 Refer to Part "A"
- 11.10 Refer to Part "A"
- 11.11 Work Beyond Age of 65: It is agreed that in accordance with the *Ontario Human Rights Code*, there shall be no further mandatory retirement for employees governed by this collective agreement.

**ARTICLE 12 - TRANSFERS**

- 12.01 Refer to Part "A"
- 12.02 Refer to part "A"
- 12.03 In the event a part-time employee is left in charge of the Main Library, they shall receive the rate of Assistant Librarian I. This is understood to apply only when no full-time employee is working in the building.

**ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 1 Refer to Part "A"  
The application of this Article from Part "A" of the Agreement shall be amended in Part "B" to permit pages during the summer months to take employment elsewhere provided scheduled hours are worked or covered by pages.
- 13.02 Refer to Part "A"
- 13.03 Refer to Part "A"

**ARTICLE 14 - CLASSIFICATIONS AND SALARIES**

14.01 The Board will prepare and submit to the Union within sixty (60) days of the signing of this Agreement, a job description for each position in this bargaining unit. Such description to include all the requirements of the job.

14.02 Refer to Part "A"

**ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.01 Schedules for employees of Part "B" shall be in accordance with the present policy. There shall be a two (2) week advance notice of changes in the schedule except in cases of emergencies.

15.02 Employees of Part "B" shall receive overtime at time and one-half for all hours worked in excess of 35 hours in a week and for all hours worked on the day a Paid Holiday is observed.

15.03 Refer to Part "A"

15.04 A shift will consist of a minimum of three (3) hours.

**ARTICLE 16 - VACATIONS**

16.01 Vacations for employees of Part "B" shall be on a pro-rated basis of those employees of Part "A", i.e. 1820 hours worked will equal to one year of service for vacation purposes.

16.02 Employees of Part "B" shall receive their vacation pay on each pay period.

16.03 Refer to Part "A"

16.04 Refer to Part "A"

**ARTICLE 17- PAID HOLIDAYS**

17.01 Paid Holidays for employees of Part "B" shall be on a pro-rated basis for those of Part "A", i.e. 182 hours worked will equal one (1) Paid Holiday entitlement.

17.02 Refer to Part "A"

**ARTICLE 18 - BEREAVEMENT LEAVE**

18.01 Employees of Part "B" shall be granted three (3) consecutive days during which they will suffer no loss of wages for scheduled hours during such three (3) consecutive days, in the case of the death of a family member as defined in Article 18.01 Part "A" of the Agreement.

**ARTICLE 19 - REST PERIODS**

19.01 Employees shall be granted one (1) rest period of fifteen (15) minutes for each four hours

worked except when working a full day shift when they shall receive the same rest periods as full-time employees. Such rest periods shall be scheduled by the employee's Department Head.

**ARTICLE 20 - PENSION PLAN**

20.01 Refer to Part "A"

**ARTICLE 21 - MILEAGE ALLOWANCE**

21.01 Refer to Part "A"

**ARTICLE 22 - METHODS OF SERVICES - EMPLOYMENT**

22.01 Refer to Part "A"

22.02 Refer to Part "A"

**ARTICLE 23 - HEALTH AND SAFETY**

23.01 Refer to Part "A"

23.02 Refer to Part "A"

**ARTICLE 24 - BULLETIN BOARDS**

24.01 Refer to Part "A"

**ARTICLE 25 - JURY DUTY**

25.01 Refer to Part "A"

**ARTICLE 26 - PROTECTIVE CLOTHING**

26.01 Refer to Part "A"

**ARTICLE 27 - LEGISLATION**

27.01 Refer to Part "A"

27.02 Refer to Part "A"

**ARTICLE 28 - NOTICES**

28.01 Refer to Part "A"

28.02 Refer to Part "A"

28.03 Refer to Part "A"

**ARTICLE 29 - TERMS OF AGREEMENT**

29.01 Refer to Part "A"

29.02 (a) Those Article Numbers of Part "A" of this Collective Agreement listed above shall apply to those employees covered by Article 2.01 (b) of Part "A" of the Collective Agreement and are referenced in accordance with Part "A" Article Numbers. Those Article Numbers of Part "A" not listed above do not apply to employees covered by Article 2.01(b) of Part "A" of this Agreement.

**IN WITNESS WHEREOF**, The Port Colborne Public Library Board has caused its Corporate Seal to be affixed under the hands of its proper officers in that behalf and the representatives of the Canadian Union of Public Employees Local 155 have hereunto set their hands and seals on behalf of the said Union and on their own behalf.

Signed at electronically, this 19<sup>th</sup> day of April, 2023.

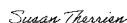
FOR THE PORT COLBORNE  
PUBLIC LIBRARY BOARD

FOR THE CUPE EMPLOYEES  
ITS LOCAL 155



CSLuey (May 5, 2023 14:32 EDT)

C. Scott Luey  
CAO



Susan Therrien  
Director, Library Services



Michael Harold Cooper (Apr 26, 2023 16:40 EDT)

Mike Cooper  
Board Chair



Amanda Wells  
CUPE National Representative



Tyler Ellis (Apr 25, 2023 16:19 EDT)

Tyler Ellis  
President Local 155



Jennifer Sider (Apr 19, 2023 15:36 EDT)

Jennifer Sider  
Vice-President Local 155



Christine Tice (Apr 20, 2023 09:16 EDT)

Christine Tice  
Unit Chair

PORT COLBORNE PUBLIC LIBRARY BOARD

SCHEDULE "A" – WAGES

FULL-TIME WAGES

<b>FULL-TIME</b>	<b>2021</b>		<b>2022</b>		<b>2023</b>		<b>2024</b>	
Librarian	\$29.90	\$54,411.08	\$30.49	\$55,499.31	\$31.03	\$56,470.54	\$31.57	\$57,458.78
Assistant Librarian	\$26.81	\$48,786.19	\$27.34	\$49,761.92	\$27.82	\$50,632.75	\$28.31	\$51,518.82

PART-TIME WAGES

<b>PART-TIME</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Librarian Assistant I	\$21.40	\$21.83	\$22.21	\$22.60
Librarian Assistant II	\$20.18	\$20.58	\$20.94	\$21.31
Librarian Assistant III	\$19.75	\$20.14	\$20.49	\$20.85
Shelf Reader	\$18.51	\$18.88	\$19.21	\$19.55
Pages under 18				

MEMORANDUM OF AGREEMENT BETWEEN  
THE CORPORATION OF THE CITY OF PORT COLBORNE  
(THE EMPLOYER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 155-00  
PORT COLBORNE INSIDE AND OUTSIDE UNIT  
(THE UNION)

The parties have agreed to the terms of a new Collective Agreement to operate from April 1, 2021, to March 31, 2025. The terms of the new Collective Agreement will be comprised of the Collective Agreement that expired March 31, 2021, as amended by the attached provisions.

The parties agree to positively recommend this memorandum of agreement to their respective principles for ratification at the earliest opportunity. Unless otherwise specified in this memorandum it is understood that provisions of the collective agreement as modified by this memorandum are effective upon ratification by both parties.

All other outstanding proposals are hereby withdrawn. Page 2 attached hereto forms part of this memorandum.

Signed at electronically, this 19<sup>th</sup> day of April, 2023.

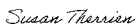
FOR THE PORT COLBORNE  
PUBLIC LIBRARY BOARD



C. Scott Luey (May 5, 2023 14:32 EDT)

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C. Scott Luey  
CAO



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Susan Therrien  
Director, Library Services



Michael Harold Cooper (Apr 26, 2023 16:40 EDT)

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Mike Cooper  
Board Chair

FOR THE CUPE EMPLOYEES  
ITS LOCAL 155



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Amanda Wells  
CUPE National Representative



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Tyler Ellis (Apr 25, 2023 16:19 EDT)

Tyler Ellis  
President Local 155



Jennifer Sider (Apr 19, 2023 15:36 EDT)

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Jennifer Sider  
Vice-President Local 155



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Christine Tice (Apr 20, 2023 09:16 EDT)

Christine Tice  
Unit Chair