

COLLECTIVE AGREEMENT

BETWEEN

THE ESSEX COUNTY LIBRARY BOARD

(HEREINAFTER CALLED THE "LIBRARY BOARD")
OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2318**

(HEREINAFTER CALLED THE "UNION")
OF THE SECOND PART

CONTRACT FROM: APRIL 1, 2023
CONTRACT TO: MARCH 31, 2026

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

To maintain the existing harmonious relations and settle conditions of employment between the Library Board and the Union

To encourage efficiency in operation,

To promote the morale, well-being and security of all the employees in the bargaining unit of the Union

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union acknowledges that it is the right of the Library Board to hire, promote, demote, transfer, suspend, layoff or otherwise discipline and discharge an employee for just cause, provided that procedures contrary to this Agreement are not used and the right of the Union and/or employee to lodge a grievance to the manner and extent herein, provided it be dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.02 The Union recognizes the right of the Library Board to operate and manage in an efficient and most cost-effective manner and to make and alter from time to time rules and regulations to be obeyed by the employees provided such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Library Board until they have been posted on the bulletin board, or Intranet or by e-mail normally used for this purpose and circulated as necessary for a period of at least one (1) week.

ARTICLE 2 - RECOGNITION, REPRESENTATION AND DEFINITIONS

- 2.01 The Library Board recognizes the Union as the sole and exclusive bargaining agent for all employees of the Library Board save and except one (1) Manager of Community Services, one (1) Manager of Information Services, one (1) Manager of Public Services, one (1) Manager of Human Resources, persons above the rank of Manager, the Administrative Assistant - HR, the Administrative Assistant-Finance, Janitors, Student Desk Clerks, and students employed during the school vacation periods.

- 2.02 No employee shall be required or authorized to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 2.03 In respect of employees covered by this Agreement, the Library Board shall not recognize during the duration of this Agreement any other bargaining agent in respect of any matters herein dealt with.

2.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Library Board. Such representative(s) shall upon request be granted reasonable access to the Library Board's premises in order to deal with any matters arising out of this Collective Agreement.

2.05 Right to Have Steward Present

Where a Manager intends to interview an employee in regard to an investigation which may result in disciplinary action, the Manager shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview.

- 2.06 "Employee(s)" shall mean a person employed within the bargaining unit described in this Agreement.
- 2.07 "Probationary employee(s)" shall mean an employee who has not completed the requisite probationary period as prescribed in this Agreement and who has not acquired seniority.
- 2.08 "Seniority employee(s)" shall mean an employee who has completed the requisite probationary period as prescribed in this Agreement and who has been retained in the employ of the Library Board following completion of the requisite probationary period and who has acquired seniority.
- 2.09 "Full-time employee(s)" shall mean a seniority employee who is regularly scheduled to work not less than thirty-five (35) hours per week.
- 2.10 "Part-time employee(s)" shall mean a seniority employee who is regularly scheduled to work less than thirty-five (35) hours per week.
- 2.11 (a) "Casual" employee(s)" shall mean an employee who has no guaranteed scheduled hours of work and shall not receive any scheduled hours of work until all part-time employees have been contacted or offered an opportunity for the available work.
- (b) "Casual" employees shall provide their availability on a quarterly basis and

must be available a minimum of three full (3) days per week. This must include a minimum of two (2) Saturdays per month (including those that fall on a holiday weekend). Casual employees will be subject to the Essex County Library Procedure "Shift Assignment for Public Service Hours" Section 2.2. Such availability is subject to management approval.

- (c) There shall be no more than-five (5) casual employees, employed by the employer at any given time.

2.12 "Temporary employee(s)" shall mean a person who is hired by the Library Board as additional staff for a period of up to eighteen (18) consecutive months to replace an employee who is on a Leave of Absence (e.g., Pregnancy Leave; STD, LTD.) or to replace a seniority employee who is filling a posted limited term vacancy as provided in sub-article 13.01(b). No seniority employee shall be laid off or have their hours of work reduced as a result of the employment, by the Library Board, of a temporary employee. The only provision of this Agreement which applies to temporary employees is this sub-article. However, a temporary employee will be paid the rate of pay of the applicable classification as set out in Schedule "A" at not less than the "low" point on the wage grid. Provided, however, that a temporary employee shall pay the same Union dues as a seniority employee working the same hours and such dues will be deducted from the pay of the temporary employee and remitted to the Union in the same manner as with seniority employees

2.13 "Grant employee(s)" shall mean a person who is hired by the Library Board through federal, provincial, or municipal government grant programmes. No seniority employee shall be laid off or have their hours of work reduced as a result of the employment, by the Library Board, of a grant employee, nor will a grant employee perform any work normally done by members of the bargaining unit.

2.14 In this Agreement, reference to the hours that any employee is "regularly scheduled to work" shall be conclusively determined by having regard to the hours of work scheduled for that employee as set out on the Timetable. For the purpose of clarity, the hours that the employee is assigned to or engaged in various program work, training, staff meetings, book exchanges, replacement of other employees and book sales shall not be counted in determining the hours which that employee is regularly scheduled to work.

The only provision of this Agreement which applies to grant employees is this sub- article.

2.15 "Working days" when used in this Agreement shall be calculated exclusive of Saturdays, Sundays and paid holidays as provided in this Agreement.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Library Board and the Union mutually agree:
- a) That no employee shall be in any manner discriminated against, harassed, coerced, restrained or influenced, because of their race, sex, religious affiliation, national origin, or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
 - b) In keeping with the principles of the Ontario Human Rights Code, the Library Board agrees that discrimination and harassment in any form on the part of management, co-workers, contract personnel, vendors or others who may be deemed to have authority on behalf of the Library Board to carry out duties or services is prohibited.
 - c) Should an employee or employees believe that they have been harassed or discriminated against, as defined by the Ontario Human Rights Code, they shall have the right to file a grievance under the Collective Agreement.
- 3.02 The Library Board and the Union recognize that this Agreement is subject to all Government regulations as they apply to employees, including the management staff, and to the Library Board.
- 3.03 To create harmonious relationships between the parties hereto, any problems confronting the Union, and which are not likely to be the subject of a grievance shall be discussed with the appropriate Manager and CEO/Chief Librarian. If a settlement satisfactory to the Union is not reached, the Union may so inform in writing the Secretary of the Library Board, who shall refer the matter to the Chairperson of the Library Board.
- 3.04 An employee may view their personnel file upon request, with not less than two working days' notice, to the appropriate Manager. The employee is entitled to have a copy of any item in their personnel file upon payment of the cost for such copy.
- 3.05 The parties agree that ancillary documents in the form of Letters of Understanding form part of the Collective Agreement for the duration of the Collective Agreement unless otherwise mutually agreed upon.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENTS

- 4.01 Within one (1) week of the signing of this Agreement, all employees of the Library Board shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain

members in good standing of the Union within three (3) calendar months of employment.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Library Board shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.
- 5.02 Deductions shall be forwarded in one cheque or electronic payment to 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 the names of the employees from whose wages the deductions have been made.
- 5.03 The Library Board shall include the amount of union dues paid by each Union member in the previous year on the employee's Income Tax (T-4) slip.
- 5.04 The Union shall indemnify and save the Library Board harmless with respect to all claims and demands made against the Library Board by an employee as a result of the deduction and remittance of dues by the Library Board pursuant to this Article.
- 5.05 The Union shall notify the Library Board in writing at least one (1) month in advance of any change in the amount of such deductions.
- 5.06 The one dollar (\$1.00) initiation fee will be deducted from all new employees on their first pay and paid to CUPE National with dues remittance forms.

ARTICLE 6 - NEW EMPLOYEES

- 6.01 The Library Board agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 4 and 5.
- 6.02 All new employees shall be presented with a copy of this Agreement by the Library Board on commencement of employment.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO/Chief Librarian or designate or the appropriate Manager or designate, the author of the correspondence with a copy to the Sub Unit Chair, Secretary of the Union, and the National Representative of CUPE. It is understood that all names and addresses shall be updated from time to time and shall be forwarded in writing to the CEO/Chief Librarian as soon as possible.

- 7.02 In the interest of timely communication relating to matters arising from the Collective Agreement, it is agreed that the methods of conveying correspondence between the parties shall include, but not be limited to electronic mail, general or registered post and other forms of modern communication which are deemed acceptable. In cases of correspondence requiring a signature it must be sent by mail or email with attached pdf as soon as possible thereafter.
- 7.03 The Library Board shall provide annually, to the Recording Secretary of the Union, an updated list of bargaining unit members. Such list shall include personal contact numbers and addresses of those bargaining unit members who have authorized the Library Board to do so.

ARTICLE 8 - UNION NEGOTIATING COMMITTEE

- 8.01 The Library Board shall recognize a Negotiating Committee of up to four (4) Union Representatives of CUPE Local 2318 as follows: one (1) Union President, no more than two (2) from branch locations, and one (1) from the administrative office. Failing the representation of the designates as indicated, the Library Board shall recognize a Negotiating Committee of up to three (3) Union representatives from CUPE Local 2318 and the Union President or designate. The Negotiating Committee shall receive their regular hourly rate of pay for all hours they would have worked on a day in which negotiations with the Library Board occur, but not exceeding seven and a half (7.5) hours in a day. The Library Board recognizes that the Union's Negotiating Committee shall also be comprised of such Union representatives, who are not employees of the Library Board, as the Union shall at its own discretion determine.
- 8.02 Notwithstanding Article 8.01, and with the exception of time associated with arbitrations, time spent in meetings with the CEO/Chief Librarian or Managers while performing union duties arising out of the Collective Agreement shall be considered time worked. Payment for such time shall not be for more than seven and a half (7.5) straight time hours in one day.
- 8.03 Health & Safety

The Joint Health and Safety Committee shall be composed of two (2) Employer Representatives and two (2) Union Representatives of the Bargaining Unit. Said representation may be expanded from time to time upon request, and mutual agreement of the parties. The Joint Health and Safety Committee shall hold meetings in accordance with the Occupational Health and Safety Act or more frequently if requested by the Union or by the Employer. The taking of minutes shall be rotated between the parties and signed by each co-chair. Minutes will be posted within two (2) weeks after the close of the meeting.

In addition to standard monthly inspections, one time per year, two members (one Union, one Employer) of the Joint Health and Safety Committee will conduct

one of the monthly branch inspections. Such inspections shall not take more than two days to complete and the timing shall be determined by management.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The Parties to this Agreement are agreed that:

- a) it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- b) a grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement. Employees shall have no rights to the grievance procedure until they have completed the probationary period as defined in Articles 12.3 (a) and (b).

9.02 No employee attending grievance meetings shall suffer loss of remuneration. In addition, all meetings shall be at a mutually agreed upon time.

9.03 No employee shall file a grievance under Article 9.3 until the employee has first discussed or attempted to settle their complaint with the appropriate Manager or designate, within four (4) working days of the day during which the circumstances giving rise to their complaint occurs, or notice thereof first comes to their attention. Failing settlement of the complaint within four (4) working days following the day upon which the employee first made the complaint known to the appropriate Manager or designate, the employee may present a grievance in accordance with Article 9.4.

9.04 Grievances involving employees properly arising under this agreement shall be dealt with in accordance with the following procedure:

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) full working days after response from the appropriate Manager or designate as outlined in Article 9.3 above.

Step 1

An employee who has a grievance shall forward it, in writing, to the Union, which in turn shall forward it in writing to the appropriate Manager. The appropriate Manager or designate shall have a meeting with the Union Steward and representatives of the Union within ten (10) working days after the Manager received the grievance. The Manager, or designate, shall forward a reply to the grievance, in accordance with the provisions of Article 7.1 within three (3) working days after the meeting.

Step 2

If the reply of the Manager, or designate, in Step 1 above is not satisfactory to the Union, the Union may forward the grievance, in writing, to the CEO/Chief

Librarian, or designate, within three (3) working days after the reply of the Manager, or designate, was delivered in Step 1. The CEO/Chief Librarian, or designate, and a member of the Library Board shall meet with the Union Steward and Representatives of the Union, if their presence is requested by either party, as promptly as possible after receipt of the grievance. The CEO/Chief Librarian, or designate, shall forward a reply to the grievance, in accordance with the provisions of Article 7.1, within three (3) working days after the meeting.

Step 3

If the reply of the CEO/Chief Librarian as provided in Step 2 is not satisfactory to the Union, the grievance may be referred by either party to a Board of Arbitration or a sole Arbitrator, as provided herein, at any time within twenty-one (21) days after the reply of the CEO/Chief Librarian was delivered but not later.

- 9.05 Replies to grievances shall be in writing at all times.
- 9.06 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 9.07 The Library Board shall supply the necessary facilities for the grievance meetings.
- 9.08 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, such a question or grievance may be directly submitted to the CEO/Chief Librarian for consideration and any prior steps of the Grievance Procedure may be by-passed.
- 9.09 The time limits set forth in the Grievance Procedure may be extended at any time upon the mutual agreement, in writing, of the Library Board and the Union.
- 9.10 Notwithstanding anything contained in this Agreement, the provisions of this Article and the provisions of Article 10 of this Agreement do not apply to probationary employees nor shall the provisions of this Article or the provisions of Article 10 of this Agreement be available to the Union on behalf of any probationary employee.

ARTICLE 10 - ARBITRATION

10.01 Arbitration

Both parties of this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 9 above and which has not been settled, will be referred to a sole Arbitrator, at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within fourteen (14) days thereafter each party shall notify the other party of the names of arbitrators for consideration.

If the recipient of the notice fails to appoint an Arbitrator, within seven (7) days, the appointment shall be made by the Minister of Labour upon the request of either party, and the said Minister shall appoint an Arbitrator.

10.02 Who May be an Arbitrator

No person shall be selected as an Arbitrator who:

- (a) is acting, or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties.
- (b) has any pecuniary interests in the matters referred to Arbitration.

10.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding on all parties, but in no event, shall the Arbitrator have power to alter, modify, or amend this Agreement in any respect.

10.04 Expenses

Each party shall pay one half of the expense, if any, of the Arbitrator.

10.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

10.06 Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Library Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.07 The provisions of this Article do not apply to probationary employees nor shall the provisions of this Article be available to the Union on behalf of any probationary employee.

ARTICLE 11 - DISCHARGE AND SUSPENSION CASES

11.01 Save and except a probationary employee, any employee may be dismissed only for just cause and only upon the authority of the Library Board or the CEO/Chief Librarian or designate. Such employee and the Union shall be advised promptly in writing by the CEO/Chief Librarian for the reason of such dismissal.

11.02 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee may be immediately reinstated in their former position, without loss of seniority, and may be compensated for all time lost at the rate equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the sole Arbitrator, as the case may be.

11.03 A disciplinary record in an employee's personnel file will be removed after twelve (12) months providing no discipline of a similar nature has been recorded in the file during the previous twelve (12) months.

11.04 Where the Employer intends to discipline, discharge or suspend an employee, it shall be acted upon within ten (10) working days of the Employer's knowledge of the occurrence.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as the length of continuous service of a permanent bargaining unit employee with the Library Board.

Seniority shall operate on a bargaining-unit-wide basis unless otherwise provided.

12.02 (a) When an employee has completed the requisite probationary period as prescribed in this Agreement, and has been retained in the employ of the Library Board, such employee shall become a seniority employee and shall be assigned a seniority date, which date shall be the employee's last date of hire as an employee of the Library Board.

(b) The Library Board shall maintain a seniority list showing each employee's current job classification and the date upon which each employee's service commenced, including all probationary employees, whose names shall appear on the seniority list with an asterisk beside the names. Where

two or more employees have the same date of hire, seniority order shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on the intranet (electronic bulletin board) and distributed electronically to all other employees, as applicable, on the first Monday in January and first Monday in July of each year.

- 12.03 For all employees, probation shall be five hundred (500) worked hours. The employment of such employees may be terminated at any time during the probationary period.
- 12.04 An employee shall lose their seniority and their employment may, at the sole discretion of the Library Board, be terminated if such employee:
- (a) retires or resigns;
 - (b) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
 - (c) is absent from work, without leave of absence for more than two (2) consecutive scheduled days of work, unless there was reasonable justification for such absence;
 - (d) is laid off and fails to report for work within five (5) calendar days from the receipt of the employer's notice of recall by registered mail to return to work, unless the employee can substantiate that they are unable to return to work with a medical note, and further provided that such employee immediately upon their recovery shall report to the Library Board for work.
 - (e) is laid off for a period of more than twenty-four (24) consecutive months.
- 12.05 Any employee transferred to a position outside of the bargaining unit shall retain but not accumulate seniority during such transfer. If the Library Board transfers the employee back to the bargaining unit within one (1) year from the date of the transfer, or if the employee requests to be transferred back to the bargaining unit within the said one (1) year period, the employee shall return to the bargaining unit with the seniority which they had at the time of the initial transfer. If, however, such employee is not transferred back to the bargaining unit within the said one (1) year period, such employee will lose all of the seniority and rights and benefits under the Collective Agreement. No employee shall be transferred outside the bargaining unit without their written consent.
- 12.06 No employee shall be transferred to another position in the bargaining unit without their written consent.

ARTICLE 13 - JOB POSTING

- 13.01 (a) When a permanent vacancy occurs within the bargaining unit described in Article 2 of this Agreement as the result of the death, termination, retirement or resignation of a seniority employee, or when a new position is created within the bargaining unit, the Library Board will, if it decides to fill the vacancy, post notice of the vacancy for a period of six (6) working days in order to allow seniority employees to apply. If the Library Board chooses not to fill an existing position, the Board shall advise the Union president or designated within a reasonable period of time.
- (b) A "limited term vacancy" is defined as a vacancy resulting from an employee being absent on an approved leave of absence for a period in excess of two (2) consecutive calendar months. A limited term vacancy will be posted in accordance with the provisions of this Article but subject, in all respects, notwithstanding any other provision contained in this Agreement, to the provisions contained in this sub-article.

The benefits for an employee filling a limited term vacancy shall remain at the level previous to accepting the limited term vacancy. When the absent employee returns to work, the employee filling the limited term vacancy will revert to their regular job (i.e., the job they had prior to being assigned to fill the limited term vacancy).

- 13.02 The job posting shall contain the following information: the location, the job classification, the qualifications which the applicant must possess, the knowledge and/or education which the applicant must possess, identification of any particular skills required of the applicant, the hours which the applicant will be regularly scheduled to work and the wage grid for the posted position.
- 13.03 The Library Board will consider the following factors in determining which, if any, of the applicants is to be awarded the posted position:
- (a) the requirements of the posted position and the qualifications and ability of the applicants to satisfactorily perform the requirements of the posted position; and
- (b) seniority.

When factor (a) is relatively equal as between two (2) or more applicants, factor (b) will govern.

- 13.04 The successful applicant will be given a trial period of three (3) consecutive calendar months. If, at any time during the trial period, the Library Board determines that the applicant is not performing the job satisfactorily, that applicant shall be returned to their former position to the extent possible and any persons affected by their return shall likewise be returned to their former

positions to the extent possible. The successful applicant may, at any time during the trial period, request to be returned to their former position and such request shall be honoured to the extent possible and any persons affected by their return shall likewise be returned to their former positions to the extent possible. The position shall then be reposted in accordance with the Collective Agreement.

- 13.05 (a) If an employee applies for a job posting to a lateral position (same classification), seniority will prevail, given that they have achieved a satisfactory performance appraisal in the prior twelve (12) months. In the absence of a performance appraisal, seniority shall prevail. If an employee applies for a vacant position that is not a lateral transfer, the interview process and the terms of article 13.3 shall prevail.
- (b) A performance appraisal will be completed on an annual basis. Standard forms will be used, and these forms will be reviewed and revised as necessary, in consultation with the Union. A form reflecting the input of both the employee and the manager will be signed by both parties, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee
- i. The Employer shall strive to provide each employee with a yearly evaluation.
 - ii. Evaluations shall be for the purpose of constructive review of the performance of the employee.
 - iii. The Employer will supply the Union with copies of the rules and procedures of the employee Appraisal system, including any information, instructions or guidance provided to managers.
 - iv. The Union will be provided the standard forms that will be used for performance appraisals no later than six (6) months after ratification 2021.
- 13.06 If no applications are received from the employees or if none of the applicants is awarded the posted vacancy, the Library Board may fill the vacancy in such manner as it determines.
- 13.07 Applications for job postings shall be submitted following posted HR procedures.
- 13.08 The Union shall be notified of all job postings and the name of the successful applicant.
- 13.09 The Library Board shall provide time off, without loss of pay or seniority, if necessary, for any seniority employee who is required by the Library Board to

write exams in any course that will result in improving the employee's ability to perform their job with the Library Board. The employee shall submit a written request to the appropriate Manager for the time off at least one (1) week prior to when the time off is to be taken.

13.10 The Library Board shall not advertise any positions outside the bargaining unit until the job is posted internally.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01 (a) A layoff for a full-time employee shall be defined as a reduction in the workforce or reduction in the hours regularly scheduled to work by an individual.
- (b) A layoff for a part-time employee shall be defined as a reduction in the workforce or a reduction of greater than twenty percent (20%) of the hours regularly scheduled to work by an individual on a weekly average basis.
- (c) The Library Board shall give ten (10) calendar days written notice to employees who are to be laid off or pay in lieu thereof for the reduction in the hours such employees are regularly scheduled to work or such longer period and/or pay as may be required by the Employment Standards Act, 2000, as amended from time to time.

14.02 In the event of a layoff, the following procedures shall apply:

- (a) The location and the Job Classification within which the layoff is to occur will be identified.
- (b) Affected employee(s) shall be laid off in inverse order of seniority.
- (c) An employee who has been identified for layoff or has been displaced as a result of a layoff shall be advised in writing, and shall be provided the following options, one of which must be exercised in writing within four (4) working days:

The determination of whether a Job Classification is equally rated or lower rated shall be based on the High Grid Point for that classification as set out in Schedule "A".

In order for any employee to exercise Option 1 as noted in this article, they must have the required skills, ability and competence to perform the normal requirements of the job.

For clarity, a part-time employee may only displace another part-time employee

and a full-time employee may displace either a full-time or part-time employee.

Option 1: Displace any employee in an equally or lower rated Job Classification who has less seniority.

When an employee displaces an employee in a lower rated Job Classification, they shall take the work schedule of that employee, and receive the rate of pay in their new Job Classification at the grid step they held prior to the layoff.

Option 2: Accept the layoff, subject to recall rights for a period of twenty-four (24) consecutive months as provided for in this Agreement.

- (a) Recall shall be in reverse order of layoff to either the location and classification from which they have been laid off or to any other location provided the employee recalled can satisfactorily perform the job to be done. An employee who does not accept a recall to a different location shall not forfeit their recall rights in accordance with this Agreement.
- (b) All notices of layoff and recall shall be in writing and sent by registered mail with a copy sent to the Union.
- (c) An employee issued a notice of recall will have five (5) calendar days from receipt of the notice to respond in writing to the Library Board.
- (d) If an employee does not accept a recall from the location and Job Classification from which they were laid off, such employee forfeits any other recall rights, unless satisfactory proof is submitted to the Library Board that the employee cannot return for reason of illness/disability.
- (e) No new employee shall be hired until laid off employees have been provided an opportunity of recall as provided for in this Article.

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) The regular hours of work for full-time employees at the Administration Office are thirty-five (35) hours per week comprised of five (5) days of seven (7) hours of work each. The normal days of work for such employees are Monday to Friday, both days inclusive. The normal starting and quitting times for such employees will occur between the hours of 8:30 AM and 4:30 PM.
- (b) The regular hours of work for full-time employees at the branches shall be thirty-five (35) hours per week, comprised of five (5) days. The normal days of work for such employees are Monday to Saturday both days inclusive. The normal starting and quitting times for such employees are

between 8:00 AM and 8:00 PM. Nothing herein shall constitute or be construed as constituting any guarantee of hours of work, days of work or starting or quitting times.

- (c) The regular scheduled hours of work for part-time employees at the branches shall be up to thirty-seven (37) hours a week. The normal days of work for such employees shall be Monday to Saturday. The start time and quitting times for such employees are between 8:00 AM and 8:00 PM
 - (d) The regular hours of work for the Virtual Public Service Librarian are thirty-five (35) hours per week, comprised of five (5) days. The normal days of work are Monday to Saturday, both days inclusive. The normal starting and quitting times for this position will occur between the hours of 8:00 AM and 8:00 PM. Nothing herein shall constitute or be construed as constituting any guarantee of hours of work, days of work or starting or quitting times.
- 15.02 (a) During each shift of more than five (5) hours of work, each employee who is working that shift shall be entitled to one (1) fifteen (15) minute paid rest period during each half of the shift and an unpaid lunch break of one-half (½) hour.
- (b) When an employee works five (5) hours or less, they will be able to have a small snack at the desk.
 - (c) When employees are working alone for more than five (5) hours they will be paid for the one-half(½) hour meal period.
- 15.03 Casual employees may only be scheduled for work after all available part-time employees have been contacted for the opportunity to accept available work at any branch location.
- 15.04 When programming is scheduled outside an employee's regular scheduled shift, the employee will be paid one (1) hour for the program and a total of thirty (30) minutes for set up and take down. An employee will be paid for one (1) hour in the event that the Employer cancels a program with less than twenty-four (24) hours' notice.
- 15.05 When an employee is required by the Employer to drive their personal vehicle from one location to another during their scheduled shift, the employee is eligible for mileage in accordance with Article 24.06.

ARTICLE 16 - OVERTIME

- 16.01 All overtime must be authorized by the appropriate Manager, prior to the hours being worked.
- 16.02 All authorized time worked by a full-time employee or by an employee in the Administration Office in excess of thirty-five (35) hours in a week or by a part-time employee in the Branches in excess of thirty-seven (37) hours in a week shall be paid for at the rate of one and one-half (1½) times the employee's regular straight time rate of pay.
- 16.03 All authorized time worked by an employee in excess of seven and one-half (7½) hours daily in the Administration Office or eight and one-half (8½) hours daily in the Branches shall be considered overtime. It is understood that a claim for overtime based on daily hours cannot be combined with a claim for overtime based on weekly hours.
- 16.04 An employee who is called in to work by the appropriate Manager, or designate, with less than eight (8) hours' notice shall be paid a minimum of three (3) hours pay at their regular straight time rate of pay. This sub-article does not apply to any employee who is replacing another employee who is absent from work, provided that in such a case, an employee has the right to refuse to work the additional hours.
- 16.05 Instead of a cash payment for overtime, an employee and the appropriate Manager may agree to time off at the overtime rate at a time mutually agreed upon by the employee and the appropriate Manager.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 (a) All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial or County Government:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

National Day of Truth and

Reconciliation

Thanksgiving Day

Remembrance Day

Day before Christmas Day

Christmas Day

Boxing Day

Day before New Year's Day

- (b) In addition to the above, all employees after completing one (1) year of service, shall be entitled to a paid float day. The float day shall be granted on a first come first served basis upon a submitted request being made one (1) week prior to the requested date, but otherwise may be taken at any time throughout the calendar year upon mutual agreement between the appropriate Manager and employee.
- (c) Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays occur shall be paid for that holiday at the rate of time and one-half (1½), and shall receive a day off in lieu to be used at a mutually agreed date within six (6) months of earning it.
- (d) Full-time employees who are not scheduled to work on a holiday shall receive a day off in lieu with pay to be used within six (6) months of earning it, which shall be an amount equal to the hours for which an employee would have been scheduled to work, if scheduled on that day. Part-time employees who are not scheduled to work on a holiday shall receive pay for the holiday based on the employee's total amount of regular wages and vacation pay payable in the four pay periods before the work week in which the holiday occurs divided by twenty.

ARTICLE 18 - VACATIONS

- 18.01 (a) An employee shall receive an annual vacation with pay in accordance with the employee's length of continuous employment as follows:

After one (1) year but less than four (4) years	2 weeks
After four (4) years but less than eight (8) years	3 weeks
After eight (8) years but less than fifteen (15) years	4 weeks
After fifteen (15) years but less than twenty (20) years	5 weeks
After twenty years (20) but less than twenty-five (25) years	6 weeks
After twenty-five (25) years, and each year thereafter, an additional one (1) day per year to maximum of five (5) additional days.	

- (b) Full-time employees shall receive annual vacation with pay as continuous earnings for the length of their vacation entitlement as provided in sub-article 18.1(a)
- (c) Part-time employees shall receive annual vacation with pay based on all hours paid to the employee save and except payment received from the short term and/or long term disability plans.

Vacation shall be calculated from an employee's Anniversary Date as

follows:

The entitlement for vacation is determined by the actual number of paid hours per week X the annual vacation entitlement (18.01 (a)) X the hourly rate of pay divided by 52 weeks

All vacation entitlement must be utilized prior to the next employment anniversary date unless mutually agreed upon between the employee and the appropriate Manager.

(d) "Casual" employees will be paid vacation pay as follows:

Less than four (4) years	4%
After four (4) years but less than eight (8) years	6%
After eight (8) years but less than fifteen (15) years	8%
After fifteen (15) years but less than twenty (20) years	10%
After twenty years (20)	12%

Casual employees will have vacation paid out as part of their weekly earnings.

Vacation shall be calculated from an employee's anniversary date as follows:

The entitlement for vacation is determined by the actual number of paid hours per week X the annual vacation entitlement [18.01(f)] X the hourly rate of pay divided by 52 weeks.

(e) For working periods of less than a full year, vacation is pro-rated.

18.02 Holidays During Vacation

Where a paid holiday, as defined in Article 17 hereof, occurred during the employee's vacation period such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

18.03 a) Vacation requests will be submitted as follows:

- i) For the period of January 1st to June 30th, vacation requests will be submitted no later than September 1st. Vacation requests will be approved in accordance with seniority. Employees will be notified in writing no later than September 30th.
- ii) For the period of July 1st to December 31st vacation requests will be submitted no later than December 1st. Vacation requests will be approved in accordance with seniority. Employees will be notified in writing no later than January 15th.

- iii) All requests made outside the above dates will be submitted and will be on a first come first serve basis, subject to availability.

ARTICLE 19 - SICK LEAVE

19.01 The following provisions apply:

- i. Each full-time employee shall be entitled to sixty-three (63) hours of sick time or family dependent issues per calendar year to compensate for absences due to illness or injury.
- ii. Each part-time employee will receive annual sick leave or family dependent entitlement, expressed in hours, on a pro-rata basis, based on the actual hours worked by the employee in the previous calendar year.
- iii. All employees' current sick leave banks will be maintained. Full-time employees will be allowed to bank annual sick leave to a maximum of five-hundred and twenty (520) hours. Part-time employees will be allowed to bank sick leave on a pro-rated basis, based on the employee's full-time equivalency (based on the employee's actual hours worked in the previous calendar year). However, the employee will not be entitled to annual sick leave entitlement until such time that their sick leave bank falls under the maximum amount set out herein.
- iv. An employee's sick leave bank shall not be paid out at the cessation of the employee's employment, regardless of reason.
- v. Employees absent for six (6) or more months in a calendar year will have their sick leave entitlement in the following year pro-rated based on the employee's proportionate absence from work.
- vi. An employee who is absent for more than three (3) consecutive work days will be required to apply for short term disability benefits in accordance with the provisions of Article 29.3 or 29.4, as the case may be.
- vii. An employee will be permitted to use their sick leave or family dependent leave bank for periods of illness or injury or family dependent issue not exceeding three (3) consecutive work days; to top-up short term disability, long term disability or WSIB benefits (as permitted by law) to 100% of the employee's regular wages; or the period of time required to adjudicate a short-term disability claim (including all appeal processes of the short-term disability carrier regarding a short-term disability claim that is denied).

19.02 The amount of sick leave paid with respect to any sick day shall be equal to the employee's regular straight time rate of pay for the hours that the employee is

regularly scheduled to work on that day. Sick leave will be paid to employees in the event:

- 1) A Manager required the employee to work;
- 2) The hours that were to be worked by the employee were during the hours that the branch was open to the public and the duties required were to serve the public at large.

19.03 Where there is a suspicious pattern of sick leave use, the Employer may require a Doctor's certificate. The Employer will advise the employee during or prior to their leave that a Doctor's note will be required. The Employer shall reimburse the employee for any cost, to a maximum of thirty dollars (\$30.00), for such Doctor's certificate.

19.04 As of February 15th of each year, the Library Board shall issue to each employee, a statement of that employee's sick leave credits as of December 31, of the preceding year. Unless the employee files an objection, in writing, with the appropriate Manager, on or before the 15th of March of each year, the statement of sick leave credits as aforesaid will be conclusively deemed to be accurate.

19.05 **Designated Phone Line for Unexpected Absence Calls**

A designated phone line will be available for all staff to notify the employer of all unexpected absences. The line is to be used by staff for all unexpected absence calls. Staff are required to state the location and time of their shift, the reason for their absence, as well as if they have any programming or community outreach booked on that day. If the absence requires a Leave of Absence or a Vacation Day, a Manager must be contacted. Staff are to speak directly with their Manager or Manager on call. If there is an emergency situation, they must speak to the Manager prior to the employee's next working day

19.06 Any employee who is unable to report for work due to illness or injury shall notify the appropriate Manager, or designate, no later than 8:45 AM on the day on which the employee is unable to report for work if such person is an employee in the Administration Office and, if such person is an employee in a Branch, such notification shall be given as soon as possible-in accordance with written Library procedure.

19.07 When the Employer requests an FAF or any other form to be completed by a medical professional, the employee will be reimbursed for the full cost (with receipt).

ARTICLE 20 - LEAVE OF ABSENCE

20.01 An employee may be entitled to a leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing with as much notice as possible. If the leave is not more than thirty (30) days in duration such request will be made to the appropriate Manager. If leave is more than thirty (30) days in duration such requests will be made to the CEO/Chief Librarian.

If the leave is for education purposes such leave may only be approved if it is for the purpose of obtaining the degree which qualified the employee as a professional librarian from a recognized university or the diploma which qualified the employee as a library technician from a recognized community college.

Leave of absence requests shall be responded to within fourteen (14) days of the request being received. Such requests shall not be unreasonably withheld.

20.02 Any leave of absence may be immediately cancelled if obtained under false pretenses, and if the employee does not immediately report for work after three (3) days of receiving notification of cancellation, by Registered Mail they may lose all seniority.

20.03 A leave of absence without pay or benefits shall be granted in accordance with Article 20.1 to employees who are members of the Union when such employees are acting as delegates to any regularly called Union convention or seminar, internal union business or meeting with C.U.P.E. staff. Two (2) weeks written notice shall be given to the appropriate Manager prior to the commencement of such leave of absence. Such employees will continue to be paid at their regular straight time rate of pay and will continue to be enrolled in the benefits provided in this Agreement throughout the period of the leave of absence and the Union will reimburse the Library Board for all such wages and the costs of all such benefits so paid.

20.04 An employee who is the President shall be granted one (1) shift off each month, with no loss of wages to attend Union matters.

An employee who is the Vice-President or designate shall be granted one (1) hour weekly or four (4) hours monthly to attend Union matters.

20.05 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, may be granted a leave of absence without pay for a maximum period of two (2) years. Such employee shall not accumulate seniority nor be entitled to benefits during such leave.

20.06 Where a leave of absence is granted in excess of thirty (30) calendar days for personal reasons, seniority will accrue during such leave for the first thirty (30) calendar days. If any employee is granted a leave of absence in excess of thirty (30) calendar days, such employee may at their option continue payment of any benefits to which they may be entitled under this Agreement.

20.07 Bereavement

(a) **Full-time/Part-time Employee:**

- (i) A full-time/part-time employee who notifies their Manager, or Administrative designate as soon as possible following a death shall be granted bereavement leave up to five (5) consecutive calendar days, without loss of wages and benefits from regularly scheduled days, in conjunction with the death or funeral of a parent, spouse, child, or stepchild.
 - (ii) A full-time/part-time employee who notifies their Manager, or Administrative designate as soon as possible following a death shall be granted bereavement leave up to three (3) consecutive calendar days, without loss of wages and benefits from regularly scheduled days, in conjunction with the death or funeral of a brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, son-in-law, daughter-in-law or any relative who has been residing in the same household as the employee. If the service occurs more than 500 km from the County of Essex and the employee attends the service, the employee shall be granted up to five (5) consecutive calendar days leave without loss of wages and benefits.
 - (iii) Notwithstanding the above, full-time/part-time employees will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not to exceed their entitlement above, in order to attend a funeral /"memorial" service, which may occur at a later date.
- (b) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave as provided in sub- articles (a) and (b), and the employee's vacation bank shall be credited with the equal amount of bereavement days' leave.
- (c) If the funeral of an employee's uncle, aunt, niece, or nephew occurs on a regularly scheduled work day, or if an employee has agreed to act as a pallbearer or active participant at a funeral or memorial service, such

employee shall be entitled to that day off with no loss in pay.

- 20.08 An employee shall be allowed a maximum of one-half(½) day off without loss of salary or wages to attend the funeral of a close friend or first cousin providing such absence has been approved by the appropriate Manager or designate.
- 20.09 The Library Board shall grant a leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Library Board shall pay such employee the difference between their normal earnings and any payment they receive for jury service or witness fees, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- 20.10 Every employee who is qualified to vote shall be granted such time as necessary off, without loss of pay, between the opening and closing of the polls to vote in a federal, provincial, or municipal election in accordance with applicable legislation, as amended from time to time.

20.11 Military Service Leave

In the event an Employee is called to duty to serve in the Military, following the administration of paid military leave per Corporate policy, they shall immediately be put on an unpaid leave of absence, without loss of seniority for the duration of the leave and shall have their seniority adjusted as if they were actively at work for the duration of the leave.

For a period not to exceed one (1) year of military leave, the Employer will provide the major medical and dental benefits coverage, as provided by the Employer's insurance provider to the employee and/or their family for any periods within that one year leave when the Military is not providing major medical and dental benefits coverage to the employee or their family. For military leaves beyond one year, the Employee may elect to pay the applicable premiums required to continue their benefits for the remaining duration of the leave.

The Employee will have the option of being paid out for all hours banked or vacation earned on the next pay period or may choose to keep it banked until they return. The Employee, once they have completed their leave, will return to their original position.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

- 21.01 Requests for a leave of absence for reasons of pregnancy and/or parental leave shall be granted in accordance with the Employment Standards Act, 2000, S.O. 2000, c.41, and all amendments thereto.
- 21.02 An employee who is pregnant and who has been employed for at least thirteen

weeks preceding the expected birth date, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration, which leave may begin no earlier than seventeen (17) weeks before her due date and the day on which she gives birth or no later than her due date and the day on which she gives birth (Section 46 (2) and (3.1)).

The employee shall give written notice two (2) weeks prior to the date upon which she intends to commence the pregnancy leave and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If an employee stops working because of complications caused by her pregnancy, the notice and certificate referred to above shall be provided within two (2) weeks of stopping work (Section 46 (5) and (6)).

The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the date that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth. An employee may end the pregnancy leave by giving the Library Board at least four (4) weeks written notice (Section 47 (1)).

- 21.03 An employee who has been employed by the Library Board for at least thirteen (13) weeks and who has become a parent either through the birth of their child or the coming of the child into the custody, care and control of the employee for the first time, is entitled to, up to sixty one (61) weeks parental leave if the employee took pregnancy leave and up to sixty three (63) weeks parental leave otherwise. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into the custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give two (2) weeks' notice to the CEO/Chief Librarian or appropriate Manager of the commencement of parental leave unless the child comes into the custody, care and control of the employee sooner than expected, in which case, notice must be given to the Library Board within two (2) weeks of stopping work. An employee may end parental leave at any time by providing at least four (4) weeks written notice to the CEO/Chief Librarian or appropriate Manager (Section 48).

- 21.04 Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date on the provision of at least two (2) weeks' notice to the CEO/Chief Librarian or appropriate Manager.

Where notice to end a pregnancy or parental leave has been given, that notice may be changed if the employee gives at least four (4) weeks written notice to the CEO/Chief Librarian or appropriate Manager (Section 49).

- 21.05 Employees will be enrolled and/or continue to be enrolled in the benefit plan as per Article 29 of the Collective Agreement. During an employee's leave under this Article, the Library Board shall continue to make its contributions for any plan outlined in Article 29, unless the employee gives the Library Board a written notice that the employee does not intend to pay the employee's contributions, if any (Section 51 (3)).
- 21.06 Employees will continue to accumulate seniority during pregnancy and/or parental leave.
- 21.07 Upon the conclusion of an employee's leave under this Article, the Library Board shall reinstate the employee to the position the employee most recently held with the Library Board, if it still exists, or to a comparable position, if it does not (Section 53 (1)).

The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater (Section 53 (2) and (3)).

21.08 Supplemental Compensation (Pregnancy Leave):

- (a) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Library Board's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided in this Article who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 or 23 of the *Employment Insurance Act* shall be paid a Supplemental Unemployment Benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between eighty (80%) percent of their normal weekly wage earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Library Board of the employee's Employment Insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance Pregnancy Benefits.
- (b) The employee's normal weekly wage earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times the hours they are regularly scheduled to work on a weekly average basis plus any wage increase or wage increment that they would be entitled to receive if they were not on a pregnancy leave.

- (c) When the payment is added to the employee's weekly benefits, the total shall not exceed the employee's normal weekly wage earnings as defined in sub- paragraph (b) above, or a hundred (100%) percent of gross wages.

21.09 Supplemental Compensation (Parental Leave):

- (a) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Library Board's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Article, who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 22, or 23 of the *Employment Insurance Act*, shall be paid a Supplemental Unemployment Benefit for a period not exceeding ten (10) weeks immediately following the pregnancy leave. That benefit shall be equivalent to the difference between eighty (80%) percent of the employee's normal weekly wage earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Receipt by the Library Board of the employee's Employment Insurance cheque stubs will serve as proof that the employee is in receipt of Employment Insurance Parental Benefits.
- (b) The employee's normal weekly wage earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the hours they are regularly scheduled to work on a weekly average basis plus any wage increase or wage increment that the employee would be entitled to if they were not on a parental leave.
- (c) When the payment is added to the employee's weekly benefits, the total shall not exceed the employee's normal weekly wage earnings as defined in sub- paragraph (b) above or a hundred (100%) percent of gross wages.
- (d) In the event that an employee elects to receive extended Employment Insurance Parental benefits, such that their weekly Employment Insurance benefits are reduced to coincide with the extended benefit period, the Employer's financial obligation under this Article shall not increase. Specifically, the value of the supplemental compensation that the Employer is obligated to provide to the Employee shall be the same and will be calculated as if the Employee had not elected to receive extended Employment Insurance Parental benefits. Such supplemental compensation shall continue to be paid for the period described in this Article.

ARTICLE 22 - CLASSIFICATION & RECLASSIFICATION

22.01 The Library Board shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee feels a job, which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Library Board and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 Where the introduction of technological change or new method of operation will displace (or result in the layoff of) any employee, the Library Board shall discuss with the Union its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operation in place. The Library Board will make every effort to retrain or to provide alternative employment for such employees.

23.02 The Union shall have input on the ergonomic suitability of workstations.

ARTICLE 24 - PAYMENT OF WAGES

24.01 The Library Board shall pay wages every two (2) weeks. Each employee shall receive a printed or secure electronic copy of their pay stub, each employee will have the ability to print out a copy of their pay stub at the workplace at no cost. The wages shall be paid in accordance with the Wage Grid in Schedule "A" to this Agreement.

24.02 All new employees shall be hired at not less than the low point on the Wage Grid. All employees shall progress one step up into the Wage Grid annually until such time as they reach the high point within the Wage Grid. At the Library Board's discretion, these time limits may be shortened.

24.03 Higher Ranking Pay

- (a) Where any employee is, at the request of a Manager, required to perform the duties of a higher-ranking position, such employee shall be paid at the rate on the gridline of the higher-ranking position that provides an increase. To be eligible for such higher-ranking pay, the employee must perform such duties for a minimum of one (1) hour. Payment will be for all time spent doing the higher-ranking job.

- (b) If an employee is promoted to a higher-ranking position such employee shall be paid the appropriate wage grid value, which shall be next above the employee's present rate. Such employee shall proceed through the new wage grid in accordance with the employee's anniversary date in the new position. All wage adjustments will be effective from said date.
- (c) If an employee accepts a lower ranking position, they shall receive a rate of pay for that position at the same grid line as they currently hold, and shall advance on the grid as usual.

24.04 Long Service Pay

In recognition of the principle that a long service employee is of increased value to the Library Board through their acquired knowledge and experience, the Library Board agrees to Long Service Pay in accordance with the following table:

After 5 years of service:	\$140.00
After 10 years of service:	\$280.00
After 15 years of service:	\$420.00
After 20 years of service:	\$560.00
After 25 years of service:	\$720.00
After 30 years of service	\$840.00

- (a) Long Service Pay for full-time employees will be paid each year in accordance with the table as noted above.
- (b) Long Service Pay for part-time employees shall be based upon all paid hours, save and except payment received from the short term and/or long term disability plans, in the fifty-two (52) weeks from the last day of the pay period immediately preceding the final pay in November of each year calculated as follows:

$$\frac{\text{Paid Hours}}{52 \text{ weeks}} = \frac{\text{hours per week} \times \text{amount of Long Service Pay}}{35 \text{ Hours}}$$

Long Service Pay shall be paid on the final pay in November of each year. It is based on years of service as of November 30, of each year. On severance or retirement an employee shall receive Long Service Pay calculated on a pro-rata basis from the date of the previous calculation to the date of departure. In the event of an employee's death, the Long Service Pay will be paid to the employee's estate.

24.05 Save and except in the event of layoff or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

24.06 Automobile Allowances

For the use of personal vehicles for the purpose of the Library Board's business, the Library Board will reimburse the employee's approved mileage claim at a rate per kilometer travelled as established by the Canada Revenue Agency at the rate allowance as a tax-exempt allowance.

The Library Board shall advise the Union in writing by December 31 of each year of the rate to take effect as of January 1, of the following year. The Library Board agrees that the rate shall not be less than \$0.30/kilometer.

ARTICLE 25 - WAGE MAKEUP - EMPLOYEES IN RECEIPT OF WORKPLACE SAFETY AND INSURANCE PAYMENTS

25.01 An employee who is in receipt of payment pursuant to the Workplace Safety and Insurance Act shall, provided such employee has sick leave credits and for so long as they do, continue to be paid by the Library Board their regular straight time weekly rate of pay as determined by the Workplace Safety and Insurance Board subject to the following conditions:

- (a) Employees shall remit all monies received from the Workplace Safety and Insurance Board to the Library Board immediately upon receipt of any monies from the Workplace Safety and Insurance Board where the employee is being paid directly by the Library Board;
- (b) Employees shall co-operate with the Library Board and render every assistance to the Library Board to have the Workplace Safety and Insurance Board remit their compensation monies directly to the Library Board while the employee is being paid directly by the Library Board;
- (c) An employee, receiving compensation under the Workplace Safety and Insurance Act, shall receive the difference in pay by the Library Board, which shall be converted to time and deducted from the employee's sick leave credits;
- (d) When the employee no longer has sick leave credits, they shall receive only such monies as are paid to them by the Workplace Safety and Insurance Board.

ARTICLE 26 - STRIKES AND LOCKOUTS

26.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing resulting in slow-down or stoppage of work, either complete or partial, and the Library Board agrees that there will be no lockout.

ARTICLE 27 - JOB SECURITY

27.01 No employee in the employ of the Library Board as of March 31, 2010, shall be laid off during the term of this Agreement, as a result of the Library Board contracting out all or in part, work then being performed by such members.

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs, paid or unpaid, which are included in the Bargaining Unit, except under the following conditions:

- (a) in cases of emergencies or unusual circumstances;
- (b) for purposes of training or instructing employees in the bargaining unit; or
- (c) for purposes of assisting bargaining unit employees on an occasional basis.

ARTICLE 28 - GENERAL CONDITIONS

28.01 The Library Board will provide a bulletin board in the Administration Office for the use of the employees provided that no material will be posted on the said bulletin board unless first approved, in writing, by the CEO/Chief Librarian or designate. For employees in the Branches, such material may be distributed to them through the internal mail system.

28.02 The Library Board and the employees will co-operate to ensure adequate Health Safety conditions for all employees of the Library Board.

28.03 The Union and the Library Board desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Library Board shall post and provide electronic access to the Agreement on the Essex County Library's intranet within forty-five (45) days of signing. A paper copy can be provided upon request.

28.04 The Library Board Policy does not abrogate the right of any employee(s) of due process as provided in the Human Rights Code 1981 as amended.

28.05 It is agreed and understood that all rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Library Board shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement but may be modified by mutual agreement between the Library Board and the Union.

ARTICLE 29 - HEALTH AND WELFARE BENEFITS

29.01 The Library Board will pay on behalf of each employee who is eligible to enroll in and in fact enrolls in, the premium costs and provincial sales tax for the following insurance plans:

life insurance (2 x wages), accidental death and dismemberment insurance and long- term disability insurance (66 2/3% to a maximum \$4,000.00 per month) for coverage as provided through Sun Life Assurance.

29.02 (a) The Library Board will pay on behalf of each full-time employee who is eligible to enroll in and in fact enrolls in the Extended Health Insurance Plan, the premium costs and provincial sales tax as follows:

drug expenses (less \$3.00/prescription), vision care (\$500.00 every 24 months), orthodontics (lifetime \$2,500.00, 50% co-pay), crowns (annually \$1,500.00, 50% co-pay), chiropractic (annually \$400.00), supplementary hospital expenses and supplementary dental expenses for coverage as provided through Green Shield Canada.

Massage Therapy - Twenty (20) visits per calendar year for the employee and a maximum of twenty (20) visits per calendar year for family members, with a calendar year maximum of \$1,000 for family members.

Psychologist Benefits (including Masters of Social Work (MSW) coverage \$2000.00 per calendar year per person.

Change of Carriers

It is understood that the employer may at any time substitute another carrier for any plan, provided the benefits remain as are with no reduction. Before making such a substitution, the employer shall notify the Union to explain the proposed change.

(b) The Library Board will pay on behalf of each part-time employee who is eligible to enroll in and in fact enrolls in the Extended Health Insurance Plan listed in 29.2(a) above, the amount of the premium costs and provincial sales tax, calculated using the formulae below:

First Year:

$$\frac{\text{Average number of hours regularly scheduled to work}}{35 \text{ hours}} \times \text{E H I P. Monthly Premium} + \text{PST}$$

= the amount that the Library Board pays

Following Years:

$$\frac{\text{Actual hours worked}}{52 \text{ weeks}} = \frac{\text{actual weekly hours worked}}{35 \text{ hours}} \times \text{E.H.I.P. Monthly Premium} + \text{PST}$$

= the amount that the Library Board pays

Note: E.H.I.P. = Extended Health Insurance Plan

The part-time employee shall pay their portion of the premium costs and provincial sales tax.

- (c) Casual employees will not be entitled to Short Term Disability, AD&D, Life Insurance, Long Term Disability, Extended Health Care and Dental benefits.

29.03 The Library Board shall provide a Short-Term Disability Insurance Plan for each full-time employee and each part-time employee who work fifteen (15) hours per week or more, based on the formula set out in Article 29.2(b), who meets the eligibility criteria, as set out in the plan.

Short-Term Disability Insurance Plan:

- (a) The Library Board shall provide a Short-Term Disability Insurance Plan through a third-party insurance provider.
- (b) Claims will be assessed by the insurance provider.
- (c) Qualifying claims will be eligible for payment from the fourth calendar day of absence for sickness and the first day of injury or hospitalization, and apply for absences not compensated for per Article 19.
- (d) Coverage will be for a maximum of fifteen (15) weeks before LTD eligibility commences.
- (e) Payment will be based on 75% of weekly earnings to the next higher \$1.00 to a maximum of \$1,400/week.
- (f) The Board will provide each employee with a copy of the Short-Term Disability Insurance Plan as provided by the selected carrier.

29.04 The Library Board will provide a self-funded Short-Term Disability Plan for each (i) part-time employee hired before January 1, 2017, and who works less than fifteen (15) hours per week, based on the formula set out in Article 29.2(b); and (ii) any employee who is seventy (70) years old or greater, but less than eighty (80) years old, as follows:

- (a) The Library Board shall provide a Short-Term Disability payment for approved claims.
 - (b) Claims will be assessed by a third-party claims' adjudicator selected by the Board. The claims adjudicator will advise the Board on the eligibility of the claim.
 - (c) The eligibility criteria set out in the Short-Term Disability Insurance Plan pursuant to Article 29.3 will also apply to claims filed by employees covered in Article 29.4.
 - (d) Qualifying claims will be eligible for payment from the fourth (4) calendar day of absence for sickness and the first day of injury or hospitalization, and apply for absences not compensated for per Article 19.
 - (e) Coverage will be for a maximum of fifteen (15) weeks.
 - (f) Payment will be 75% of weekly earnings based on the hours the employee is regularly scheduled to work on the Timetable, as defined in Article 2.11, to the next higher \$1.00 to a maximum of \$1,400/week.
- 29.05 The employer will pay for the costs of any doctor's certificate/forms required for the employee to apply/qualify for the short-term disability benefits and any subsequent certificates/forms related to said short-term disability benefit as may be required from time to time.
- 29.06 The Library Board will pay, on behalf of each full-time employee and each part-time employee, fifty percent (50%) of the contribution required for each such employee pursuant to the Ontario Municipal Employees Retirement System provided that each such employee shall pay fifty percent (50%) of the contribution required for them pursuant to that System.
- 29.07 The Library Board may change the carrier of any plan listed herein provided that coverage under another carrier is at least equal to the existing benefits.
- 29.08 (a) In the event that a full-time employee takes early retirement with an unreduced pension under the Ontario Municipal Employees Retirement System, the Library Board will continue to pay the premiums and the provincial sales tax for any of the plans listed in sub-article 29.2(a) above, on behalf of such retired full-time employee, until such retired full-time employee attains the age of sixty-five (65).
- (b) In the event that a part-time employee takes early retirement with an unreduced pension under the Ontario Municipal Employees Retirement System, the Library Board will continue to pay the premiums and

provincial sales tax for any of the plans listed in sub-article 29.2(a) above, on behalf of such retired part-time employee, until such retired part-time employee attains the age of sixty-five (65), if the part-time employee was, at the time of retirement, in fact enrolled in any of the plans in accordance with sub-article 29.2(b) above. The amount of the premium costs and provincial sales tax to be paid by the Library Board shall be in the same ratio that the hours of work that the employee was regularly scheduled to work, on a weekly average basis, at the time of retirement is to thirty-five (35) hours. The employee shall pay their portion of the premium costs and provincial sales tax determined in accordance with this ratio.

- (c) All employees who continue to be employed beyond the age of 64, and who are qualified under the terms of the benefit plans, will be provided with the same benefits as all eligible employees with the exception of Life Insurance which shall be provided but reduced by 50% and the exclusion of Long-Term Disability (L.T.D.) and Accidental Death and Dismemberment (A.D.&D.). These benefits will be provided until the age of 70 or retirement; whichever occurs first.

29.09 (a) In the event of the death of a full-time employee who had at least ten (10) years seniority with the Library Board at the time of their death, the Library Board will continue to pay the premiums and provincial sales tax for any of the plans listed in sub-article 29.2(a) above, on behalf of the spouse and eligible dependents of such deceased full-time employee, until the spouse attains the age of 65 years or until the spouse remarries or engages in a common-law relationship if the full-time employee was, at the time of death, in fact enrolled in any of the plans in accordance with sub-article 29.2(a) above.

- (b) In the event of the death of a part-time employee who had at least ten (10) years seniority with the Library Board at the time of their death, the Library Board will continue to pay the premiums and provincial sales tax for any of the plans listed in sub-article 29.2(a) above, on behalf of the spouse and eligible dependents of such deceased part-time employee, until the spouse attains the age of 65 years or until the spouse remarries or engages in a common-law relationship, if the part-time employee was, at the time of death, in fact enrolled in any of the plans in accordance with sub-article 29.2(b) above. The amount of the premium costs and provincial sales tax to be paid by the Library Board shall be in the same ratio that the hours of work that the employee was regularly scheduled to work, on a weekly average basis, at the time of death is to thirty-five (35) hours. The spouse of such deceased part-time employee shall pay their portion of the premium costs and provincial sales tax determined in accordance with this ratio.

29.10 In the event that a full-time or part-time employee is laid off, the Library Board shall only be responsible to pay the premiums and provincial sales tax, as provided in sub-articles 29.01 and 29.02, as the case may be, for the month in which the layoff occurs and for the following month.

29.11 A full-time or part-time employee who is laid off shall have the option, which must be exercised at the time of layoff, to continue their enrollment in the plans listed in sub-articles 29.01 and 29.02 above, provided they remain an employee of the Library Board, provided they continue to be eligible for enrollment in the plans and provided they pay to the Library Board the total premium costs referable to their enrollment in the plans prior to the date on which such premiums are payable.

ARTICLE 30 - TERMINATION

30.01 This Agreement shall continue in full force and effect up to and including the 31st, of March 2026. Unless either party notified the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration of this Agreement that it desires to amend this Agreement, this Agreement will continue to remain in effect from year to year.

30.02 Increase in the wage rates shall be retroactive and paid as and from April 1, 2023 to all employees in the bargaining unit at that date. Unless otherwise specified all other terms shall be effective as from the date of ratification by both parties.

In the case of seniority employees who have ceased to be an employee, a cheque in the amount of any retroactive payment shall be forwarded to the last known address of said employee. Should the cheque be returned to the Library Board as undeliverable, the Library Board shall make every reasonable effort, including forwarding this information to the Union, to locate the address of the former employee.

Retroactivity shall be paid within two (2) full pay periods following notification of ratification.

ARTICLE 31 - WAGES

See attached Schedule "A"

FOR THE EMPLOYER

THE ESSEX COUNTY LIBRARY BOARD

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FOR THE UNION

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2318

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SCHEDULE "A"

Driver Handyperson Information Services Clerk 1		Low	Mid-Low	Mid	Mid-High	High
Current		\$24.01	\$24.95	\$25.89	\$26.82	\$27.74
April 1, 2023		\$24.37	\$25.32	\$26.28	\$27.22	\$28.16
April 1, 2024		\$24.74	\$25.70	\$26.67	\$27.63	\$28.58
April 1, 2025		\$25.11	\$26.09	\$27.07	\$28.05	\$29.01

Acquisitions/Cataloguing Clerk Request Clerk Information Services Clerk 2		Low	Mid-Low	Mid	Mid-High	High
Current		\$25.41	\$26.43	\$27.42	\$28.46	\$29.48
April 1, 2023		\$25.79	\$26.83	\$27.83	\$28.89	\$29.92
April 1, 2024		\$26.18	\$27.23	\$28.25	\$29.32	\$30.37
April 1, 2025		\$26.57	\$27.64	\$28.67	\$29.76	\$30.83

Marketing and Media Clerk		Low	Mid-Low	Mid	Mid-High	High
Current		\$26.60	\$27.65	\$28.74	\$29.87	\$31.05
April 1, 2023		\$27.00	\$28.06	\$29.17	\$30.32	\$31.52
April 1, 2024		\$27.40	\$28.49	\$29.61	\$30.77	\$31.99
April 1, 2025		\$27.82	\$28.91	\$30.05	\$31.23	\$32.47

Resource Assistant		Low	Mid-Low	Mid	Mid-High	High
Current		\$31.09	\$32.46	\$33.84	\$35.19	\$36.57
April 1, 2023		\$31.56	\$32.95	\$34.35	\$35.72	\$37.12
April 1, 2024		\$32.03	\$33.44	\$34.86	\$36.25	\$37.68
April 1, 2025		\$32.51	\$33.94	\$35.39	\$36.80	\$38.24

IT Technician Information Services Librarian		Low	Mid-Low	Mid	Mid-High	High
Current		\$34.46	\$35.98	\$37.51	\$39.00	\$40.54
April 1, 2023		\$34.98	\$36.52	\$38.07	\$39.59	\$41.15
April 1, 2024		\$35.50	\$37.07	\$38.64	\$40.18	\$41.77
April 1, 2025		\$36.03	\$37.62	\$39.22	\$40.78	\$42.39

Programming and Outreach Librarian

	Low	Mid-Low	Mid	Mid-High	High
Current	\$34.26	\$35.83	\$37.40	\$38.99	\$40.56
April 1, 2023	\$34.77	\$36.37	\$37.96	\$39.57	\$41.17
April 1, 2024	\$35.30	\$36.91	\$38.53	\$40.17	\$41.79
April 1, 2025	\$35.82	\$37.47	\$39.11	\$40.77	\$42.41

LETTER OF UNDERSTANDING
BETWEEN
ESSEX COUNTY LIBRARY BOARD
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2318

Letter of Understanding: Short Notice Coverage and Reassignment

The parties agree that the Library Board shall develop, maintain, and revise quarterly a short notice /reassignment list, to cover single day unexpected absences in the branches. The list shall be utilized as follows;

If a float is not performing public service hours and there is a call in, the float will be reassigned to the vacant spot.

If all floats are scheduled to work public service hours and there is a call in on a Friday or Saturday. The part time within the branch would be offered the shift based on seniority first, then the call out would be system wide by seniority.

After the part time list is exhausted, casual would be called in based on their availability. If there is still a vacant spot management can reassign.

This agreement shall be in effect for the duration of the current Contract.

LETTER OF UNDERSTANDING
BETWEEN
ESSEX COUNTY LIBRARY BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2318

Letter of Understanding: Supply Resource Assistant – Full Time

The parties agree to the use of a full-time Supply position(s). The purpose is to provide coverage for Resource Assistants that are off due to vacation, lieu, sick or other time off. The following will be adhered to:

For known absences, supply schedules will be posted in advance, however, are subject to change.

If a supply is not scheduled in advance, they will be contacted between the hours of 7:30 AM and 8:00 PM from Monday to Thursday; 7:30 AM and 5:00 PM on Fridays and Saturdays. At that time employees will be advised of their shift and location assignment.

Full time hours will be guaranteed weekly however they may be assigned other duties within the resource assistant job classification.

LETTER OF UNDERSTANDING
BETWEEN
ESSEX COUNTY LIBRARY BOARD
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2318

Letter of Understanding: Hours of Operation for Administration (15.1(a))

In the effort to address concerns raised by the Union on behalf of full-time, Administration employees seeking more flexibility regarding make up time, the parties agree to the following:

With the prior agreement of the appropriate Manager, to accommodate a specific leave request of not more than 3 hours on an occasional need, the normal starting and quitting times referenced in Article 15.01(a) may be revised from 8:30 AM to 4:30 PM to 7 AM to 6 PM. Articles 16.02 and Article 16.03 do not apply to requests made under this Letter of Understanding.

LETTER OF UNDERSTANDING
BETWEEN
ESSEX COUNTY LIBRARY BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2318

Letter of Understanding: Outreach and Special Events

Outreach and Special Events programming continue to be important to Essex County Library Board and at times are scheduled outside of scheduled hours.

When such events are scheduled, staff will be advised of the available hours in advance, including eligible job classifications, date, start and end time.

These opportunities will be a minimum of seven (7) days in advance and will be open for a minimum of forty-eight (48) hours.

Hours will be offered in the following order:

1. Part-time within the posted job classification who by accepting the hours will not exceed the threshold for overtime.
2. All others within the job classification by seniority.

All overtime shall be in accordance with Article 16.

Should no staff or not enough staff declare an interest, the employer can opt to:

1. Cancel the event, or
2. Supplement the coverage with non-union staff as an exception.

Special Events' shifts can be cancelled with no notice and no remuneration if the event is cancelled or Essex County Library Board cannot participate due to circumstances beyond its control.