

WINDSOR

PUBLIC LIBRARY

AGREEMENT

BETWEEN

THE WINDSOR PUBLIC LIBRARY

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES
AND ITS LOCAL 2067**

Effective January 1, 2024 to December 31, 2026

CUPE / *Canadian Union
of Public Employees*

Table of Contents

Article 1 - RECOGNITION 1

Article 2 - MANAGEMENT RIGHTS 1

Article 3 - UNION SECURITY 1

Article 4 - CHECK-OFF OF UNION DUES..... 1

Article 5 - NEW EMPLOYEES..... 2

Article 6 - CORRESPONDENCE 2

Article 7 - UNION REPRESENTATION 2

Article 8 - GRIEVANCE PROCEDURE 4

Article 9 - DISCIPLINE..... 5

Article 10 - ARBITRATION 6

Article 11 - SENIORITY 6

Article 12 - JOB POSTING, TRANSFER, PROMOTION, RESIGNATION 10

Article 13 - LAY-OFF AND RECALL PROCEDURE 12

Article 14 - FRINGE BENEFITS 13

Article 15 - HOURS OF WORK 16

Article 16 - OVERTIME..... 18

Article 17 - HOLIDAYS 19

Article 18 - VACATIONS 20

Article 19 - SICK LEAVE 21

Article 20 - LEAVE OF ABSENCE..... 24

Article 21 - PAYMENT OF WAGES AND ALLOWANCES 26

Article 22 - CLOTHING ALLOWANCE..... 27

Article 23 - TRAVEL ALLOWANCE 27

Article 24 - TERM 27

Article 25 – RETIREMENT 28

Article 26 - MISCELLANEOUS PROVISIONS 28

Article 27 - TECHNOLOGICAL CHANGE..... 29

Article 28 - PRINTING OF AGREEMENT 30

Article 29 - JOB SHARING – FULL TIME..... 30

SCHEDULE “A” 32

LETTER OF INTENT 40

 Re: Employee Funded Leave Plan..... 40

LETTER OF UNDERSTANDING..... 42

 RE: OUTREACH AND SPECIAL EVENTS..... 42

LETTER OF UNDERSTANDING..... 43

 RE: LIBRARY SERVICE REPRESENTATIVE (LSR) 43

LETTER OF UNDERSTANDING..... 44

 RE: BREAKING SENIORITY TIES..... 44

LETTER OF UNDERSTANDING..... 45

 RE: HEALTH AND SAFETY INCIDENT REPORT REVIEW 45

 RE: GROUP OF JOBS TERMINOLOGY 46

 RE: EXPANSION OF SUNDAY HOURS – PUBLIC SERVICE STAFF 47

Article 1 - RECOGNITION

1:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of The Windsor Public Library Board, save and except Library Managers, persons above the rank of Library Managers, Administrative Secretary, Secretary (Administration), supply, pages and students employed during the school vacation period.

Article 2 - MANAGEMENT RIGHTS

2:01 The Union recognizes the right of the Employer to hire, direct, schedule work, lay-off, promote, demote, classify, or transfer any employee, and the right to discipline, suspend or discharge, for just cause. The exercise of such rights by the Employer shall be subject to any right of the employee concerned to lodge a grievance in the manner and to the extent provided herein.

2:02 The Union further recognizes the right and duty of the Employer to operate and manage the library system in accordance with its obligations and to make and alter from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

2:03 The Union recognizes that the Chief Executive Officer shall act for the Employer in respect of all sections of this Agreement.

Article 3 - UNION SECURITY

3:01 Any employee presently a member of the Union and for whom the Union has been certified as the sole and exclusive collective bargaining agent shall, as a condition of continued employment, remain a member of the Union, and further any new permanent employee for whom the Union has been certified as the sole collective bargaining agent shall, as a condition of employment become a member of the Union upon appointment as a permanent employee.

Article 4 - CHECK-OFF OF UNION DUES

4:01 The Employer shall deduct from the pay of each employee covered by this Agreement and to whom pay is due, the regular Union Dues. The Union shall notify the Employer in writing, at least one (1) month in advance, of any change in the amount of such regular Union Dues.

4:02 All dues so deducted shall be remitted to the Financial Secretary of Local Union 2067.1 not later than ten (10) days following the date of the last deduction of each month, together with a list, in duplicate, of the names of all employees from whose pay dues were so deducted. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

Article 5 - NEW EMPLOYEES

5:01 The Employer agrees to inform all new employees who are covered by this Agreement of the existence of this Agreement between the parties by delivering a copy of this Agreement to each new employee who is covered by this Agreement.

Article 6 - CORRESPONDENCE

6:01 Official correspondence between the parties shall pass to and from the office of the Chief Executive Officer of the Employer and the Recording Secretary of Local Union 2067.1. Local Union No. 2067.1 shall supply the Employer in writing with the names of its officers and stewards and the Employer shall supply Local Union 2067.1 in writing with the names of the Chief Executive Officer and the Human Resources Manager of the Employer. This Article shall not deprive any employee or the Employer of the right to communicate with or contact each other directly.

Article 7 - UNION REPRESENTATION

7:01 The Employer shall recognize six (6) stewards, one of whom shall be designated as Chief Steward who may act in the absence of any other Steward. The Union shall notify the Employer in writing of the names of such Stewards, and the group of employees that each Steward represents.

7:02 An employee required to attend a meeting with representatives of the Employer shall not suffer a loss of pay, except as provided for in Article 20:09.

7:03 A Union Steward shall be given an opportunity to interview a new employee within regular working hours, at time specified by the employee's non-union supervisory personnel for a maximum of fifteen (15) minutes during the first month of employment without loss of pay, for the purpose of acquainting the new employee with the duties and benefits of Union membership. Where three (3) or more new employees are to be interviewed as a group, then one-half (1/2) hour shall be allowed.

7:04 (a) The Employer recognizes the right of the Union to appoint a Negotiating Committee to negotiate amendments to this Agreement. The Committee shall consist of not more than five (5) employees, and the names of the members of the Committee and alternates, the date of their appointment, and the name of the Chair thereof, shall whenever reasonably requested, be provided by the Union to the Employer, in writing. Meetings of this Committee with representatives of the Employer shall be at mutually agreeable times.

(b) An employee who is a member of the Negotiating Committee of the Union actively engaged in negotiations with the Employer to negotiate a new collective Agreement shall be entitled to receive the employee's usual pay calculated on straight time and to a maximum of seven (7) days while so engaged in such negotiations. The number of employees entitled as aforesaid shall be restricted to a total of five (5) and such entitlement to pay shall apply only to that phase of negotiations when both representatives of the Union and the Employer are present and actively engaged in such negotiations.

7:05 Labour Management Committee

Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with problem solving by:

- 1) Considering constructive suggestions so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 3) Discussing conditions giving rise to grievances and misunderstandings and to make recommendations for resolution.

Meetings of Committee

The Committee shall meet at the request of either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer loss of pay for time spent with this Committee.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and provided to Committee members as promptly as possible after the close of the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 7:06 The parties agree that the Employer shall provide for the occupational safety and health of employees. All rights and privileges established by legislation in respect of occupational health and safety shall form part of this agreement as a minimum acceptable practice which have been and can be improved upon by agreement of the Joint Health and Safety Committee, the Health and Safety Representative and the Employer.

The Employer will give paid time off for one (1) Health & Safety volunteer per branch to ensure their ability to inspect the workplace and be knowledgeable in a work refusal.

The Employer agrees to supply the staff member with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) within ten (10) days of notification to the Employer of the accident or injury. The staff member will be given an opportunity to meet with the Employer to discuss the Form 7 as submitted to the Board.

It is agreed that in cases of termination involving the Workplace Safety and Insurance Board the time limits of Article 8 - Grievance Procedure may be extended.

The Employer shall advise the Union when notice is received from the Workplace Safety and Insurance Board of the staff member's ability to return to work.

The Employer shall meet with a representative of the Union and the staff member to clarify the employment opportunities available for the staff member, including modifications to the current position or other duties consistent with medical restrictions and capabilities.

- 7:07 The parties have agreed to continue a Joint Job Evaluation process. The Joint Job Evaluation process shall follow the terms and conditions as outlined in the Manual of Procedures and the Rating Manual. Revisions and amendments to the Manual of Procedures and the Rating Manual shall be as the Joint Job Evaluation Committee determines from time to time.
- 7:08 Subject to the need for public service as determined by the employer, the President, Chief Steward, Vice-President, Recording Secretary, Secretary-Treasurer and the W.C.B. Representative of the local Union may be granted two (2) leaves of absence each per week to a maximum of three (3) hours per occasion, but such leaves of absence shall not exceed a total of one hundred twenty-five (125) hours in a calendar year, limited to the purpose of performing any of the duties required of such elected officers under the terms of this Agreement.

Article 8 - GRIEVANCE PROCEDURE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement.

- 8:01 **Complaint Stage:** It is the mutual desire of the Parties that the complaints of staff shall be resolved as quickly as possible. A staff member who has a complaint must bring that complaint to the attention of the immediate Manager within five (5) working days of when the employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no staff member has a grievance until the immediate Manager has been given the opportunity to resolve the complaint and reply in writing which shall be a maximum of five (5) working days from the presentation of the complaint.
- 8:02 **Grievance Initiation:** Within five (5) working days of the Manager's decision at the Complaint Stage, as outlined in 8.01 above, the aggrieved staff member may, with the assistance of the Union, submit their grievance in writing to the Manager of Operations or such Manager as designated by the CEO outlining the nature of the grievance, the remedy sought, and the section(s) of the

Agreement which are alleged to have been violated. Manager of Operations or such Manager as designated by the CEO shall deliver a decision to the staff member within five (5) working days following the presentation of the grievance.

- 8:03 Appeal Procedure: The written decision of the Manager of Operations or such Manager as designated by the CEO, may be appealed in writing by the Union to the CEO within the next five (5) working days. Such written appeal shall contain a statement of the grievance as presented to the Manager of Operations or such Manager as designated by the CEO, together with reasons for the appeal. The CEO or designate, in order to reach a decision, may meet with the aggrieved staff member who may invite the Union Steward. This meeting shall take place within the next ten (10) days. The CEO or designate shall render a written decision to the staff member and the Secretary of C.U.P.E. Local 2067.1 within five (5) working days of the meeting.
- 8:04 City of Windsor Human Resources Final Stage: Upon receipt of the decision by the CEO or designate, the Employer or the Union may request within seven (7) working days that a meeting be held with the City's Executive Director of Human Resources or designate to attempt to resolve the issue. The City's Executive Director of Human Resources or designate shall respond within seven (7) working days after the meeting.
- 8:05 For the purposes of this Article, "working days" shall be defined as the days on which the Library Administration Offices are open to the public for the transaction of regular business.
- 8:06 The foregoing procedure shall be strictly adhered to by both Parties. Any of the time limits imposed herein may be extended by mutual consent in writing.
- 8:07 Policy Grievance: Where the dispute involves a question of general application or interpretation of the terms of this Agreement, the Union may file a written Grievance, Article 8.02.
- 8:08 Group Grievance: When more than one (1) staff is affected by the same set of circumstances, such employees may initiate a Group Grievance beginning at the Complaint Stage.
- 8:09 A staff member required to attend grievance or arbitration hearings shall suffer no loss of pay.

Article 9 - DISCIPLINE

- 9:01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

An employee shall have the right to have a Steward present at any discussion with non-union supervisory personnel which is disciplinary action. Where a non-union supervisory personnel intends to interview an employee for disciplinary purposes the non-union supervisory personnel shall make every effort to notify the employee in advance of the interview in order that the employee may contact a Steward providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to discussions that are of an operational nature.

- 9:02 Any employee may be dismissed only for just cause and only upon the authority of the CEO or designate. Such employee and the Union shall be advised promptly in writing by the CEO of the reason(s) for such dismissal.

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 Board of Arbitration if the matter is referred to such a Board.

The Employer shall issue discipline in a timely manner.

- 9:03 The record of an employee shall not be used against them at any time after twenty-four (24) months following the incident, providing the employee has not been reprimanded and is discipline free for the twenty-four (24) month period at which time it will be expunged.
- 9:04 Whenever the Employer or their authorized agent deems it necessary to censure an Employee or notify an Employee of any expression of dissatisfaction concerning their work, the Employer shall notify the Employee within ten (10) working days of the Employer becoming aware of the complaint or within ten (10) working days from the receipt of a written complaint from a member of the public. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record.

Article 10 - ARBITRATION

- 10:01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chairperson governs.
- 10:02 Each of the parties to this Agreement shall pay the fees and disbursements of its appointee to the arbitration board, and shall share equally the fees and disbursement of the Chairperson.

Article 11 - SENIORITY

- 11:01 Seniority is defined as the length of continuous service of a permanent bargaining unit employee with the Windsor Public Library Board.

11:02 Where the collective agreement refers to a group of jobs, it shall refer to a group of jobs as denoted in Schedule A.

11:03 a) Full-time:

A newly hired employee shall be on probation for the first ninety (90) calendar days of employment. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except seniority, sick time accumulation, Family Responsibility Days and employer paid fringe benefits. A probationary employee shall not have the right to grieve discharge.

b) Part-time

A newly hired employee shall be on probation for the first four hundred (400) hours or six (6) consecutive calendar months whichever comes first. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except seniority, sick time accumulation, Family Responsibility Days and employer paid fringe benefits. A probationary employee shall not have the right to grieve discharge.

11:04 An employee within the bargaining unit who has completed the probationary period shall be employed as one of the following:

- (a) A regular full-time employee shall be defined as an employee who has successfully completed the probationary period under Article 11:03 and who is regularly scheduled to work the normal work week as defined under Article 15:01.
- (b) A regular Part-time employee shall be defined as an employee of the Library who has successfully completed the probationary period under Article 11.03 who is regularly scheduled to work not more than twenty-four (24) hours per week.
- (c) A short-scheduled employee is any employee who is employed by the Employer as a permanent employee, but one who by the employee's terms of employment regularly works more than twenty-four (24) hours per week, but less than usual regular hours per work week.
- (d) A temporary employee shall be those hired for the purpose of replacing regular employees absent on pregnancy/parental leave or other leaves as provided for in the Collective Agreement for a period not to exceed 18 months. The temporary employee shall work the regular schedule of the absent employee.

A regular employee who assumes a temporary position shall receive those benefits applicable under the Collective Agreement.

A temporary employee, who works more than six (6) months in a calendar year, shall receive benefits as per the Collective Agreement.

A temporary employee who becomes a regular employee shall be credited with seniority from their original date of hire, as long as there is not a break in service that exceeds forty-five (45) days.

- (e) A subsidized temporary employee who may be employed by the Employer pursuant to a special

Federal or Provincial Government employment funding program for a fixed term not in excess of twelve (12) calendar months in any calendar year and who shall not be covered by any of the terms and conditions of this Agreement. No temporary employee hired under such a funding program shall replace an employee who is a member of the bargaining unit.

- (f) Volunteers: The use of volunteers shall be limited to the provision of services and the performance of work which would not otherwise be performed or provided by the bargaining unit staff.

11:05 Call in

(a) The employer shall develop, maintain, and revise quarterly, a Call-in List covering the following:

- 1) All employees who work less than the regular 35 hours per week are eligible to work additional hours and be part of the Call-in List.
- 2) The regular work week shall be defined as Monday to Saturday
- 3) Employees must advise the Employer, in writing, of their availability to work quarterly. Employees must submit the telephone number where they can be reached, the location(s) where they are willing to work, the group(s) of jobs for which they have the skill, ability and qualifications necessary to perform the job, the day(s) of the week as well as the start and end times for availability that will apply to all weeks in the quarter. The employer shall determine the skill, knowledge and qualification necessary to perform the job. The employer will not be required to train staff to perform duties outside of their regular job function in order for the employee to qualify for additional hours. If employees do not submit their availability, it will be assumed they are not available for call-ins.
- 4) Permanent Part-Time employees on the Call-in List shall be called to replace employees on a scheduled shift, on the basis of years of employment, within a particular group of jobs. The Employer is under no obligation to split the shift to accommodate the employee with the greater seniority when attempting to staff the scheduled shift. Temporary Part-Time employees will be called in after permanent employees based on years of service.
- 5) Should the Employer be unable to contact the highest ranked employee, from the Call-in List, within a classification, the Employer will proceed to the next employee on the list who can perform the normal requirement of the job. The call-in list will be a rolling call-in list. This means that the Employer will start with the member with the highest seniority within a job classification, moving down the list until all members have been given the opportunity to accept a shift before returning to the top of the list.
- 6) Employees called in for emergency purposes, who are requested to report within the hour, shall be paid for that hour provided they accept the assignment and report for the assignment within one hour of the original call.
- 7) (a) No employee shall be called in for less than three (3) hours.

(b) A supply employee shall include those persons who will be available for call-in. They shall receive no scheduled work or call-in until Regular Employees who have submitted their

availability for supply in writing to the Employer have been offered an opportunity for the available work. No terms and conditions of this agreement shall apply to supply staff. A supply person shall be paid at the start rate of Schedule "A" in the appropriate job group.

- (c) Should the Employee refuse five (5) days of work in any consecutive four (4) week period, the employee shall automatically be taken off of the Call-In List until such times as the Employee submits a revised letter of availability, to the Employer.

Where the employee has worked five (5) consecutive calendar days, the 6th and 7th day, if asked to work, shall not be deemed as a refusal as referenced above.

11:06 Seniority lists shall be established and shall contain the names of all permanent employees within the bargaining unit. The seniority list shall be from the date of hire following successful completion of the probationary period. Seniority lists shall be prepared annually and posted no later than January 15. The seniority lists shall be posted in each agency for a period of thirty (30) days, after which the list shall be considered accurate and final.

11:07 An employee shall lose all seniority, in the event the employee:

(a) Resigns.

(b) Is discharged for a just cause and not reinstated through the grievance or arbitration procedure.

(c) (i) Is laid off for a period longer than twenty-four (24) months.

(ii) If an employee is absent from work because of sickness, accident or an approved leave of absence, the employee shall continue to accumulate seniority rights for the first year. After one (1) year, there will be no loss of seniority but there will not be further accumulation of seniority.

(d) After lay-off fails to report for work within six (6) working days following receipt of a notice by registered mail or personal service to do so. The aforesaid period of six (6) working days may be extended in the discretion and at the option of the Employer. It shall be the responsibility of the employee to keep the Employer informed of a current address.

(e) Is absent from work in excess of two (2) working days without the prior written permission of the Employer, except in the case of certified illness, or other reasonable excuse accepted by the Employer.

11:08 (a) Regular Full Time, Regular Part Time, or Short-Scheduled employees who transfer to a position outside the bargaining unit, will retain their seniority for the period of one (1) year, provided the employee returns to the employee's former employment within the bargaining unit within the period of one (1) year from date of transfer. In the event an employee is transferred outside of the bargaining unit and does not return to the employee's former employment within the bargaining unit within one (1) year from date of transfer, the employee shall be removed from the seniority list. In the event that the employee returns to the employee's former employment within the bargaining unit within one (1) year from the date of transfer, seniority shall commence to again accumulate from the date of the employee's return which shall be in addition to the seniority accumulated prior to the transfer. No employee shall be transferred out of the bargaining unit without the agreement of the employee.

- (b) Regular Full Time, Regular Part Time, or Short-Scheduled employees who transfer to a position outside the bargaining unit on a temporary basis to cover a pregnancy/parental leave, will retain their seniority for the period of eighteen (18) months, provided the employee returns to the employee's former employment within the bargaining unit within the period of eighteen (18) months from date of transfer. In the event an employee is transferred outside of the bargaining unit and does not return to the employee's former employment within the bargaining unit within eighteen (18) months from date of transfer, the employee shall be removed from the seniority list. In the event that the employee returns to the employee's former employment within the bargaining unit within eighteen (18) months from the date of transfer, seniority shall commence to again accumulate from the date of the employee's return which shall be in addition to the seniority accumulated prior to the transfer. No employee shall be transferred out of the bargaining unit without the agreement of the employee.

Article 12 - JOB POSTING, TRANSFER, PROMOTION, RESIGNATION

- 12:01 (a) The Employer may post notice of a temporary or permanent vacancy or position on a bulletin board in each agency of the Employer for six (6) working days, and any employee, may apply for such position in writing within those six (6) working days. Any employee who so applies shall be given the decision of the Employer in connection with the application within two (2) months from the date thereof. Six (6) working days shall be defined as six (6) business days and hours of Administration.
- (b) A temporary vacancy shall be defined as one in which a staff member is absent from their position for more than ninety (90) calendar days.
 - (c) Any employee who successfully posted to a temporary posting through the posting process defined in 12:01(a) shall remain in the temporary posting for the term defined in the posting before applying to any other temporary postings. This article does not apply if a permanent position is posted and the employee is the successful applicant to the permanent position or if the employee has the skills, ability and qualifications for a temporary posting in a higher group of jobs.
- 12:02 Notice shall contain information concerning the nature of the position, the qualifications desired, necessary knowledge and educational skills and salary range. Such qualifications, knowledge, and educational skills shall be those necessary to perform the job function consistent with the Joint Job Evaluation. A copy thereof shall be sent to the Secretary of Local Union 2067.1.

An employee, upon completion of a temporary appointment, shall be returned to their former position provided the position exists. Should the position not exist at the time of completion the employee will be returned to an equal or lower rated position for which the employee has the skills, ability, and qualifications to perform the work as deemed by the Employer.

- 12:03 a) When selecting an employee to fill a position, and when the job related skill, ability and required qualifications of the applicants are deemed to be relatively equal, the applicant with the greater seniority shall be appointed to the position.

- b) Relatively equal shall be defined as where the overall score between two candidates is three (3) marks or less on the overall recruitment. In considering the scores, a difference in score of 3 to 3.49 shall be rounded to 3 and the candidates shall be deemed equal and a score of 3.5 and greater, the candidates shall not be deemed to be equal. In the event of more than one (1) vacancy, the above relatively equal clause shall only be considered between two (2) candidates who have the chance to fill the last position/vacancy.

12:04 Trial Period: The successful applicant appointed, transferred or promoted within an employment group of jobs within the bargaining unit, shall be on trial for a period of ninety (90) calendar days, for full-time employees and 65 (sixty-five) regularly scheduled days of work or 6 (six) consecutive calendar months, whichever comes first for part time employees following the successful completion of which, the employee shall be confirmed as a permanent employee within that employment group of jobs.

In the event the successful applicant proves unsatisfactory during the trial period or if the employee is unable to perform the duties of the job following a promotion, the employee shall be returned to the employee's former position.

An employee, upon completion of a temporary appointment, shall be returned to their former position.

Any other employee promoted or transferred as a result of the promotion or transfer of another member of the bargaining units, may be required to return to that employee's former level and position. An employee may elect to return to the employee's former position prior to the completion of the trial period.

12:05 Within fourteen (14) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted electronically. All applicants, whenever reasonably possible, shall be informed of the results of their application before any public announcement of an appointment is made.

12:06 The Union shall be notified within ten (10) days following the end of each month, of all appointments, hirings, completions of probationary period, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

12:07 An employee who is promoted or appointed to a position with a higher rate of pay shall be paid at the rate in the appropriate wage group which is next greater than the previous rate.

12:08 A staff member participating in an interview for a posted position shall suffer no loss of pay, provided the interview takes place during the employee's scheduled shift.

12:09 a) Employee Transfer

Should the Employer determine that it is necessary to transfer an Employee from their regular work location for a period of time in excess of fourteen (14) calendar days; the Employer shall provide full disclosure in writing of the reason for the transfer including the length of time of such transfer to both the Employee(s) and the Union. Once the parties have been provided full disclosure, the Employer shall arrange a meeting at a mutually agreed upon time with the affected

Employee(s) and Union Representative(s) no less than sixty (60) calendar days prior to the effective date of the transfer.

Prior to the effective date of transfer, should the Employee(s) or the Union not be in agreement as to the validity of such transfers Article 2:01 may be exercised.

The Parties may agree to lessen the sixty (60) day requirement.

b) Emergency Transfer

In the case of an unforeseen emergency or acts of God, an employee may be transferred.

The Employer agrees to advise the Union of the transfer within the shift.

12:10 Resignation

All employees shall give a minimum of two (2) weeks' notice in writing of an intended resignation.

An employee who has given the minimum notice of intended resignation, shall be entitled to a proportionate payment of salary in lieu of earned vacation.

An employee who gives less than the appropriate minimum notice of an intended resignation shall receive such payment in lieu of vacation as is provided by the Employment Standards Act 2000.

Prior to resigning and/or retiring, a staff member shall be entitled to an exit interview, scheduled on a mutually agreed upon day and time with the CEO and/or a member of the City's Human Resources' team, if available. This interview is strictly voluntary on the employee's behalf.

Article 13 - LAY-OFF AND RECALL PROCEDURE

A layoff shall be defined as a reduction in the number of hours that an employee is regularly scheduled to work averaged over the four (4) previous pay periods, except in the event of an emergency.

13:01 In the event of a lay-off the Employer will first meet with the Union in order to discuss the lay-off and its implications.

13:02 In the event of lay-off or recall, employees shall be laid-off, retained or recalled to work on the basis of their seniority provided, however, they have the skill and ability necessary to perform satisfactorily the work to be done in an equal or lower rated position.

13:03 The Employer, as required by the Employment Standards Act 2000 shall give to the employee advance notice of lay-off. Unless legislation is more favourable to the employees who are to be laid-off, the Employer shall give notice twenty (20) working days prior to the effective date of lay-off.

13:04 In the event of a lay-off, the following procedures shall apply;

(a) The location and the job classification, within which the lay-off 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 lay-off or has been displaced as a result of a lay-off shall be advised in writing, and shall be provided the following options, which must be exercised in writing within five (5) calendar days.

Option I

Any employee who is laid-off from the employee's position shall be entitled to displace a less senior employee in an equal or lower rated position provided they have the skill and ability necessary to satisfactorily perform the work to be done.

Option II

Accepts the lay-off, subject to recall rights for a period of twenty-four (24) consecutive months.

- 13:05 Recall shall be in inverse order of lay-off to either the location and position from which they have been laid-off, if available, or to any other location where the position becomes available. If the employee refuses to return to the available position their recall rights will be forfeited unless satisfactory medical proof is submitted to the Library that the employee cannot return for reasons of personal illness/disability.
- 13:06 All notices of lay-off and recall shall be in writing and sent by registered mail with a copy sent to the Union, or in person in the presence of a Union Representative.
- 13:07 An employee issued a notice of recall will have five (5) calendar days from receipt of such notice to respond in writing to the Library.
- 13:08 Employees who have been subject to the lay-off procedure will receive the equivalent positioning within the new salary group at the same grid level that the employee held prior to the lay-off.
- 13:09 No new employees shall be hired until those laid-off have been given an opportunity of recall to an equal or lower rated position, provided the employee has the skill and ability to satisfactorily perform the work to be done.
- 13:10 Notwithstanding anything herein contained to the contrary the Financial Secretary of Local Union No. 2067.1 shall be the last to be laid-off from work and the first to be recalled to work within that employee's group of jobs provided they have the skill and ability necessary to satisfactorily perform the work to be done.

Article 14 - FRINGE BENEFITS

14:01 (a) Full-time

The Employer agrees to pay for all permanent employees (save and except any short-scheduled or temporary employee) within the bargaining unit 100% of the cost of:

Dental, health, and life insurance shall be extended to include Dental Plan "C" to reflect the current year ODA fee schedules provided regular checkups, recall is not more frequent than every nine (9) months, and life insurance equal to thirty-nine (39) times an employee's salary rate on a bi-weekly basis, as of the 2nd day of January in each year during the term of the Agreement. For new employees, the life insurance shall be equal to thirty-nine (39) times the employee's hire rate on a bi-weekly basis, until the following 2nd day of January.

The prescription drug plan shall provide for a \$5.00 deductible per prescription, and an employee identification card specifying generic drugs, unless prescribed otherwise by the physician.

Over-the-counter drugs which do not require an Rx (prescription) in Ontario are not eligible under the Prescription Drug Plan.

The Health Care Plan shall provide for semi-private Hospital coverage.

The Health Care Plan shall provide for an increase to a maximum of \$500.00 per individual in any five (5) year period, for the purchase and repair of hearing aids, in addition to benefits from the provincial Assistive Devices Programme.

Vision:

Effective date of ratification the Health Care Plan shall provide for a maximum Vision Care benefit of \$400.00 every two (2) years.

Effective January 1, 2026: \$450 per family member every two (2) years

Chiropractic:

\$350.00 per year from the first visit.

Psychologist or MSW, or Psychotherapy

\$1000.00 per calendar year.

Orthotics

\$200.00 every 24 months.

b) Part-time

The Employer agrees to pay the same proportion of the cost for the following fringe benefits as the number of hours worked per week by a permanent part-time employee, bears to the number of hours worked per week by a permanent employee who works full-time, and the Employer shall obtain, through payroll deduction, that portion of the cost of the benefits to be paid by the part-time employee.

For all permanent part-time employees (save and except any temporary part-time employee) who regularly work fourteen (14) or more hours per week;

Dental and health insurance shall be extended to include Dental Plan "C" to reflect the current year ODA fee schedules provided regular checkups, recall is not more frequent than every nine

(9) months.

The prescription drug plan shall provide for a \$5.00 deductible per prescription, and an employee identification card specifying generic drugs, unless prescribed otherwise by the physician.

Over the counter drugs which do not require an Rx (prescription) in Ontario are not eligible under this plan.

The Health Care Plan shall provide for semi-private Hospital Coverage.

The Health Care Plan shall provide for an increase to a maximum of \$500.00 per individual in any five (5) year period, for the purchase and repair of hearing aids, in addition to benefits from the provincial Assistive Devices Programme.

Vision:

Effective date of ratification the Health Care Plan shall provide for a maximum Vision Care benefit of \$400.00 every two (2) years.

Effective January 1, 2026: \$450 per family member every two (2) years

Chiropractic:

\$350.00 per year from the first visit.

Psychologist or MSW or Psychotherapy

\$1000.00 per calendar year.

Orthotics

\$200.00 every 24 months.

For all permanent part-time employees, who regularly work fourteen (14) or more hours per week, the Employer agrees to pay 100% of the cost of life insurance equal to thirty-nine (39) times the employee's salary rate on a bi-weekly basis for the employee's basic scheduled hours as of the 2nd day of January in each year during the term of this Agreement, either through Tri-Care Services Ltd., or a comparable agent or agencies. For new employees, who work fourteen (14) or more hours per week, the life insurance shall be equal to thirty-nine (39) times the employee's hire rate on a bi-weekly basis until the following 2nd day of January.

14:02

Short-Scheduled Employees

The Employer agrees to pay for all short-scheduled employees within the bargaining unit, the same proportion of the cost of the benefits described in Clause 14:01 except for life insurance, as the number of hours worked per week by a permanent short-scheduled employee bears to the number of hours worked per week by a permanent employee who works full-time; and the Employer shall obtain, through payroll deduction, that portion of the cost of the benefits to be paid by the short-scheduled employee.

14:03 Full-time

The Employer agrees to pay for all employees, within the bargaining unit, 50% of the costs of OMERS.

14:04 The Employer may subscribe for equivalent coverage for those services described above on the understanding that the Union will be consulted prior to calling for proposals from companies providing such services, in order to assure the Union that equal benefits and services and satisfactory claims procedures are maintained.

14:05 The Employer agrees to continue to pay its contribution for Extended Health, Dental and Life Insurance Benefit Plans for the period of twelve (12) months immediately following the date of lay-off of any permanent employee within the bargaining unit.

14:06 The Employer is prepared to administer any plan of Long Term Disability Income that is obtained by the Union, provided that such administration is without cost to the Employer and without any other participation by the Employer. While an employee is absent on the Long Term Disability Plan, the Employer agrees to continue to pay its contribution for the cost of those benefits described in Clause 14:01 in which the employee has been enrolled.

14:07 The Employer will supply all employees within the bargaining unit with booklets to describe the benefit plans, as amended from time to time.

Article 15 - HOURS OF WORK

15:01 a) The normal work week for all regular full-time employees shall be thirty-five (35) hours in five (5) days, Monday to Saturday.

b) All Regular Full Time employees will be required to rotate between all branches as scheduled in accordance with Article 15.02.

c) The normal work week for all part-time employees shall be no more than twenty four (24) hours in five (5) days Monday to Saturday.

d) The regular schedule for permanent part-time employees shall be assigned in days of not less than three (3) hours.

e) No full time employee will be required to work more than two Saturdays in any four week schedule.

f) The Employer will endeavour to maintain existing schedules for all part-time employees with the exception of new postings.

g) The normal work days shall be seven (7) consecutive hours per day with a one (1) hour unpaid lunch. The normal work day for Maintenance/Caretaker persons shall be seven (7) consecutive hours per day with a half (1/2) hour unpaid lunch.

- h) Sunday hours will be offered from September to May inclusive, to employees based on seniority. Any regular employee who volunteers to work on a Sunday shall be paid at their regular hourly rate for all hours worked or equivalent time off in lieu, to be scheduled by the Manager Monday through Saturday by mutual agreement with the employee. Sunday hours will be granted to volunteers by overall seniority to those with the necessary skill and ability. The Employer shall deem whether the employee (s) have the skills and ability to perform the duties of the job classification in order for the employee to qualify for Sunday hours.
- i) A Sunday service schedule will be posted six (6) weeks in advance of the commencement of the winter and spring sessions of Sunday Service.
- j) The call in protocol under Articles 11:05(a) 3, 4, 5 shall be used for those employees who volunteer to be available Sunday hours.
- k) Once an employee volunteers to work a specific hourly schedule, no change shall be made therein unless an employee is ill or on a leave of absence or unless mutually agreed to between the Employer and the employee(s) affected. It is understood that the hours shall be offered to the senior employee who has previously volunteered to work that Sunday.
- l) If not enough employees volunteer to work Sundays, the hours will be scheduled on a rotating basis by reverse seniority for the calendar year January to December. Those who are scheduled by the Employer to work Sunday will receive their regular hourly rate for all hours worked or they may elect to take the equivalent time off with pay in lieu to be scheduled by management between Monday to Saturday of any regular work week.
- m) At no time shall an employee be scheduled more than one (1) out of three (3) Sundays unless mutually agreed upon.
- n) No employee shall be required to work more than two (2) evenings per week unless mutually agreed upon.
- o) Maintenance/Caretaker

A Maintenance Person may be required to rotate through the following three (3) shifts:

7:00 a.m. - 2:30 p.m.

2:30 p.m. - 10:00 p.m.

11:00 p.m. - 6:30 a.m.

or a variation thereof by mutual consent between Employer and the Union.

- 15:02 The Employer shall email a work schedule for each employee to the library staff via work email, four (4) weeks in advance of the commencement of work and will endeavor to follow a consistent work pattern. No change shall be made therein unless an employee is ill or on leave of absence, or unless mutually agreed to between the Employer and the employee or employees affected.
- 15:03 The Employer shall give consideration, upon written request from the Union, to preparing a variable hours of work schedule to apply to all members of the bargaining unit employed within a particular agency, department or area. To receive consideration the proposed variable hours of work schedule shall guarantee the following:

- (a) No reduction in the hours of service, either to the public or as a support function to the system.
- (b) That an adequate balance and number of staff at all hours is provided thereby without any increase in cost or number of employees.
A request for variable hours of work schedule may be denied in the sole discretion of the Employer, without any recourse on the part of the Union or any employee.

15:04 The Employer shall give consideration to a request from an employee for a flexible work schedule in order to meet individual needs. A flexible work schedule shall be considered on the following basis:

- (a) The need for adequate and a balance of qualified staff during hours of public service without any increase in cost for employee services.
- (b) That the conditions for the hours of work in this Agreement may be adjusted to accommodate a flexible work schedule. The terms of the adjustments to the hours of work shall be forwarded to the Secretary of the local Union prior to the commencement of the flexible work schedule.
- (c) The flexible work schedule and arrangements shall be reviewed annually.
- (d) An employee may cease a flexible work schedule upon four (4) weeks' notice.
- (e) The specific adjustments, if required, for vacation leave, sick leave, etc. will be provided in a letter to the employee with a copy to the Secretary of the local Union.
- (f) A flexible work schedule will not be implemented if it affects other employees in the work unit adversely.

15:05 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second halves of a workday and they shall not be adjacent to a meal period unless mutually agreed and due to extenuating circumstances.

15:06 An employee required by the Employer to remain in a building during a meal period shall be paid at the regular rate of pay for the time of the meal period.

15:07 The Sunday Service schedule shall be posted in each agency four (4) weeks prior to the commencement of Sunday Service.

Article 16 - OVERTIME

16:01 All hours that employees are required to work in excess of the normal work week be deemed to be overtime and shall be paid at the rate of time and one-half (1 ½) the normal rate for work currently being paid to the employee providing the overtime work. Any employee called back to work after the completion of a normal work day shall be paid for a minimum of three (3) hours at the appropriate overtime rate. Time spent at a conference, workshop or similar program or on associated travel shall not be considered as overtime.

16:02 Maintenance overtime shall be by seniority and where only one person is required to work overtime, the person with the least seniority shall be unable to refuse the overtime after all others have refused.

Where more than one (1) person is required for overtime, those persons of the necessary number required for overtime with the least seniority shall be unable to refuse after all other persons have refused it. When overtime is offered to a person and is refused that employee's name shall be placed at the bottom of the seniority list and the employee shall not again be offered overtime until all other persons shall have received and accepted an offer of overtime or received and lawfully refused an offer of overtime. An overtime seniority list shall be maintained by the Employer, for the caretakers.

16.04 All banked overtime must be used by June 30th of the following year or will be paid out on the next scheduled pay date.

Article 17 - HOLIDAYS

17:01 The Employer recognizes the following as paid holidays:

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

17:02 When any of the aforesaid paid holidays falls on a Sunday, an employee shall receive an additional day off with pay at the employee's regular rate, such day to be fixed by the Employer, after due consideration of the preference of the employee.

17:03 When any of the aforesaid paid holidays falls on an employee's scheduled day off, the employee shall receive an additional day off with pay at the employee's regular rate, such day to be fixed by the Employer, after due consideration of the preference of the employee.

17:04 When any paid holiday falls or are observed during an employee's vacation period, their vacation day will be returned to their bank.

17:05 (i) On January 2 or the first working day of the year, whichever comes first, the Employer shall post the hours of operation for Christmas of the existing year and New Years Day holiday for the following year.
(ii) Commencing December 24, 2017 the hours of operation are 9:00am - 1:00pm, all branches will be open, all classifications will be working during the open hours of operation. Employees will work 4 hours and be paid for 7 hours at their regular rate of pay. If December 24th falls on a Sunday no regular work will be scheduled.
(iii) On December 31, all employees who are usually scheduled to work that day, shall be scheduled to work between the hours of 9:00 a.m. and 5:00 p.m. Caretakers and Maintenance Repair

Persons may be scheduled to work until 6:00 p.m. If December 31 falls on a Sunday, no regular work shall be scheduled.

17:06 The following branches shall be open on the Saturday of Easter weekend from 9:00am-5:00pm; Central, Budimir and Riverside. The staffing on this Saturday (Easter Saturday) will be offered first to permanent Part-Time Employees who are regularly scheduled to work every Saturday, and then will be done by supply staff. The Saturday preceding Easter Sunday (Easter Saturday) shall be scheduled as the day off for all employees covered by this agreement during that week.

17.07 Family Day

Commencing Family Day 2021 the following branches shall be open on Family Day from 9:00am-5pm; Central, Budimir, and Riverside. The staffing on Family Day will be done on a volunteer basis by seniority. Eligible employee(s) shall be paid one and one half times (1 ½) their regular rate for all hours worked, in addition to the normal holiday pay. In lieu of “normal holiday pay”, the employee may elect to take a day off with pay in lieu to be scheduled by management between Monday to Saturday of any regular work week. The Employer shall deem whether the employee(s) have the skills and ability to perform the duties of the job classification in order for the employee(s) to qualify for hours. No employee will be forced to work on this day. If not enough staff volunteer, then supply staff will be used.

Article 18 - VACATIONS

18:01 a) All permanent full-time and permanent part-time employees shall receive an annual vacation leave with pay as continuous earnings according to the following schedule:

After one (1) year of employment	3 calendar weeks (15 working days)
After five (5) years of employment	4 calendar weeks (20 working days)
After fifteen (15) years of employment	5 calendar weeks (25 working days)
After twenty-five (25) years of employment	6 calendar weeks (30 working days)
After twenty-six (26) years of employment	6 calendar weeks plus 1 day (31 working days)
After twenty-eight (28) years of employment	6 calendar weeks plus 2 days (32 working days)

Permanent part-time employees shall receive pay for their annual vacation leave based on their regular scheduled hours.

Permanent part-time employees working supply hours shall receive 4% vacation pay based on those supply hours.

After 10 years of employment:

Permanent part-time employees working supply hours shall receive 6% vacation pay based on those supply hours.

Employees' vacation requests for the period February 1st to January 31st of the next year shall be submitted to their Manager no sooner than January 1st, and no later than January 15th. The Manager shall finalize the vacation schedule by January 30th. Any conflict of vacation request between employees within a work unit shall be decided on the basis of seniority. Any conflict with vacation request that arise after January 15th shall be decided in favour of the employee first submitting the request in writing through the current system used for scheduling.

Any choices made after January 15 shall be responded to within fourteen (14) days of the request being made, or within two (2) working days if required by the employee with an explanation satisfactory to the employer if requested.

Any employee hired before January 1, 1997 shall receive no reduction to their existing vacation entitlement as of December 31, 1996 as per the previous Archivist and Librarian schedule.

- 18:02 An employee entitled to a vacation period in excess of three (3) weeks shall not be entitled to take the full vacation in an unbroken period, unless:
- (a) At least sixty (60) days before the date upon which the employee desires to commence vacation, the employee submits a written request to take the full vacation in an unbroken period, and,
 - (b) Such request can be granted in the discretion of the Employer without serious disruption to the public service.
- 18:03 In the event an employee qualifies for sick leave upon production of a doctor's certificate, or becomes entitled to bereavement leave, during the employee's period of vacation, there shall be no deduction from earned vacation leave for the period of leave attributable to those causes.
- 18:04 An employee shall take the full vacation to which the employee is entitled in the vacation year in which it is earned, save and except that upon written request and with the approval of their Manager by November 1st, an employee may defer not more than ten (10) days of vacation leave to be used and taken in the year next following the year in which the deferred vacation is earned. Such deferred vacation may be tacked on to any other vacation leave to which the employee may be entitled, except that none of such combined vacation leave may occur in July or August.
- Notice of deferral does not prohibit employees from requesting vacation during the current calendar year.
- 18:05 Vacation leave credit shall not be earned during a leave of absence without pay. Vacation leave credit shall not be earned from the commencement of a sick leave continuing for more than five (5) calendar weeks. Credits shall be earned on a pro rata basis for full weeks worked (5 days).
- 18:06 An employee who has completed a probation period, but with less than a full year of employment, or who has broken the year by reason of a leave of absence, shall be entitled to a vacation as provided in Article 18:01 but calculated on a pro rata basis.
- 18:07 A temporary employee, who has completed eleven (11) consecutive months of employment, shall be entitled to a vacation as provided according to Article 18:01.

Article 19 - SICK LEAVE

19:01 Sick leave shall be granted as follows:

- (a) All unused sick leave credit gratuities accumulated to the credit of the employee since the establishment of the system by The Windsor Public Library Board effective January 1, 1953

and as amended by the Board effective December 11, 1958, shall be continued to the credit of the employee.

- (b) Definitions:
"Day" means working day
"Year" means the calendar year
"Chief Executive Officer" means the Chief Executive Officer of the Windsor Public Library
"Board" means The Windsor Public Library Board
"Month" means a calendar month
"Probationary period" means a period of not less than ninety (90) calendar days employment, for full time employees and sixty-five (65) regularly scheduled days of work or six (6) consecutive calendar months, whichever comes first, for part-time employees.
- (c) A system of sick leave credit gratuities is hereby provided for every employee eligible under (f) hereof and, subject to the control of the Board, the administration of this system shall be vested in the Chief Executive Officer. When an employee is absent for less than a full shift, the sick bank shall be adjusted based on hours absent.
- (d) The Chief Executive Officer shall administer all things necessary for the conduct of the sick leave credit gratuities system, subject to the grievance procedure as provided in this Agreement.
- (e) The Chief Executive Officer shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credit, the deductions made, and the accumulated credit for every employee.
- (f) The classes of employees eligible under the Sick Leave Credit System shall be as follows:
- (i) Every permanent and temporary employee of the Board, effective from the date of completion of the probationary period.
 - (ii) Every short-scheduled employee and part-time employee of the Board, effective from the date of completion of the probationary period, except that:
- (a) The amount of sick leave credit allowed shall be in the full proportion that the hours worked bear to a full-time position.
 - (b) Sick leave credit shall not be allowed for a day on which an employee does not work ordinarily.
 - (c) The Sick Leave Credit System shall not apply to student help nor to an employee hired on a supply basis.
- (g) (i) Each eligible employee shall be entitled to a sick leave credit of one (1) day per month, and the sick leave credit of an employee shall be capped at one hundred and fifty (150) days. Those employees with one hundred and fifty (150) days or more on January 1, 2013 shall not accumulate one (1) day per month until such time as their sick leave

credits are one hundred and forty nine (149) days or less. When the sick leave credits are one hundred and forty nine (149) or less, eligible employees shall accumulate one (1) day per month to a maximum of one hundred and fifty (150) days.

- (ii) No sick leave credit shall be provided during a leave of absence of more than five (5) consecutive days.
- (iii) In the event of an illness continuing for more than ten (10) consecutive days, no sick leave credit shall be accumulated during this period of illness.
- (h) (i) Each eligible employee shall be entitled to receive the employee's current rate of pay for absence caused by sickness up to the amount of the sick leave credits accumulated by the employee.
 - (ii) After five (5) days of absence caused by sickness, no leave with pay shall be allowed unless a physician's certificate is furnished to the Chief Executive Officer.
 - (iii) An employee absent for more than one (1) month shall furnish immediately following such period, and each subsequent month, a physician's certificate covering the nature of the illness, latest date of attendance, and probable date on which the employee will return to duty.
- (iv) No sick leave credit shall be allowed for absence during maternity leave.
- (v) No sick leave credit shall be deducted for absence due to an accident compensable under the Workers' Compensation Act.
- (vi) If an employee is unable to return to work due to illness, and has used all accumulated sick leave credit or becomes eligible for LTD benefits, the employee may apply for a leave of absence for a period up to twenty-four (24) months.
- (i) (i) Subject to Section 10 hereof, where an employee hired prior to September 1, 1982:
 - (a) reaches retirement age, or
 - (b) dies, or
 - (c) having five (5) or more years of service with the Board ceases to be employed by the Board, there shall be paid to the employee, or to the employee's personal representative, or failing a personal representative, to such other person as the Board may determine, or to the employee's estate, a gratuity of an amount computed on the basis of the employee's rate of pay at the termination of employment for a period equal to fifty percent (50%) of the value of the employee's accumulated sick leave credits, except that the amount shall not exceed fifty percent (50%) of the employee's annual salary.
- (ii) An employee eligible for such gratuity shall be entitled to be paid such amount in a lump sum or in regular consecutive monthly payments of not less than Fifty Dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee at the request of the employee or upon the request of the employee's personal representative, or failing a personal representative, to such person as the Board may determine.

(iii) Effective January 2, 1994, accumulated sick leave credits will be used to calculate the gratuity entitlement at January 2, 1994.
This amount will be a guaranteed pay out.
Sick leave credits will remain in effect in the event of an illness.

(j) Any employee discharged by the Board for cause shall lose or forfeit all benefits under this system.

19:02 When an employee recovers from a third party any amount claimed for the loss of wages or sick leave, the employee shall repay to the employer the amount of all monies received as wages or sick leave for the same period of time, provided that the amount to be repaid to the employer shall not exceed the amount recovered. When such payment is received by the employer, the equivalent amount of any sick leave which may have been deducted shall be restored to the credit of the employee.

Article 20 - LEAVE OF ABSENCE

20:01 Upon written request submitted at least ten (10) days prior to the requested leave of absence without pay and without loss of seniority or benefits shall be granted to not more than five (5) employees elected or appointed to represent the Union at a Union function or seminar provided operational requirements can be met. Any such written request shall be accompanied by the written acceptance by the Union to reimburse the Employer for all wages and benefits (26% of wages) of the employee during the leave of absence. Such leave of absence for such purpose shall not exceed a total of fifty (50) working days in any one (1) calendar year. Upon written request from the Union, the total number of days may be extended by the Employer and will not be unreasonably denied.

20:02 An employee shall be granted leave for a maximum of five (5) regularly scheduled work days without loss of pay and benefits at the time of death of a parent, spouse or child.

An employee shall be granted leave for a maximum of three (3) regularly scheduled work days without loss of pay and benefits at the time of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild, and any relative with whom the employee has been residing in the same household.

An employee shall be granted leave for a maximum of one (1) regularly scheduled work day without loss of pay and benefits in the case of death of an aunt, uncle, niece, or nephew, on the day of the funeral.

Where the burial occurs outside of Windsor at a distance greater than 400 km, travelling time to a maximum of two (2) paid days shall be permitted.

Where unusual circumstances apply, an employee may apply for an extension of this period of leave which may be granted or refused in the sole discretion of the Employer.

20:03 Pregnancy and Parental Leave shall be granted in compliance with the Employment Standards Act, S.O. 2000, Chapter 41, s. 46 except as amended herein:

(a) Pregnancy Leave may cover a period as outlined in the legislation. During this period an employee's

seniority shall continue to accumulate.

- (b) The Employer shall continue to pay the premium payable by the Employer for their portion of OMERS contributions for those enrolled in the pension plan, and fringe benefit premiums for employer paid benefits to maintain those benefits in which the employee is currently enrolled for a period of seventeen (17) weeks of Pregnancy Leave and, during a further period of sixty-one (61) or sixty-three (63) weeks as the case may be, of unpaid Parental Leave.

However, should the employee advise the Employer by written notice before the Pregnancy Leave (or in the case of only Parental Leave, before Parental Leave) begins, of the choice not to pay the employee's share of OMERS contributions, then the Employer shall not be required to pay its portion of pension contribution during the leave.

Should a part-time or short-scheduled employee choose not to purchase their portion of their fringe benefit coverage, the Employer will not pay their same portion for said fringe benefits.

- (c) Any pregnant employee working with a monitor shall be offered alternate employment during the term of the pregnancy, provided that the pregnant employee has the skills and competence required to perform the functions of the job being offered, and provided that such a transfer would not result in the layoff of another employee. They shall suffer no reduction in rate of pay or benefits because of such a transfer.

Other employees shall cooperate in order to accommodate such alternate arrangements during the term of any pregnancy, provided that another employee is not transferred against their will.

20:04 A regular full-time employee shall be granted a leave of absence, Family Responsibility Day, from work during a calendar year to a maximum of thirty-five (35) working hours with full pay in the event the employee is required to be so absent because of the illness of the employee's spouse, or the employee's child who is resident with the employee, or the parent of the employee, and provided further that following such absence the employee shall, if requested, furnish a medical certificate verifying the illness. This privilege shall not be cumulative and such leave shall be restricted to a total of thirty-five (35) hours per calendar year regardless of the number of children of the employee or the number of illnesses suffered by those designated in this Article during such year.

A regular part-time or short-scheduled employee shall be eligible for a leave of absence as described above to a maximum of their regular weekly scheduled hours (see examples in chart below). The number of hours recorded for each leave request will be either the number of hours of leave taken, if less than the employee's regular scheduled hours for that day, or equal to the employee's scheduled hours for the day of the leave.

Employment Status	Eligible Time
Permanent Full-Time	5 days → 35 hours
Permanent Part-Time (24 hrs/wk)	24 hours
Permanent Part-Time (17.5 hrs/wk)	17.5 hours
Permanent Part-Time (13 hrs/wk)	13 hours
Short-Scheduled (25 hrs/wk)	25 hours
Short-Scheduled (30 hrs/wk)	30 hours

- 20:05 Leave of absence without loss of pay or seniority shall be granted to an employee who is required to serve as juror or who is required by subpoena to act as a witness in any Court proceeding. The employee shall remit to the Employer such monies as are received for serving as a juror or witness, save and except that any sum of money received as a travel allowance may be retained by the employee.
- 20:06 An employee shall be at liberty to apply in writing for leave of absence without pay and subject to the approval of the Employer. Such leave of absence may include leave of absence to observe a religious holiday. Such leave if granted, shall be on terms in the sole discretion of the Employer.
- 20:07 In addition to any other leave of absence that may be applied for under this Agreement, an employee shall be at liberty to apply in writing for leave of absence with pay and a contribution toward expenses, and subject to the approval of the Employer, in order to attend seminars, workshops and other courses designed to improve the job-related skill of an employee. Such leave, if granted, shall be on terms, in the sole discretion of the Employer.
- 20:08 (i) In addition to any other leave of absence that may be applied for under this Agreement, an employee shall be at liberty to apply in writing for leave of absence with pay and a contribution toward expenses, and subject to the approval of the Employer, in order to attend conferences and conventions of national and provincial library, museum or archives organizations, or conferences or conventions of a subject specialty in lieu of library conference, provided the employee is a member of such organization. Proof of membership shall accompany a written application, which application shall be submitted at least eight (8) weeks prior to the commencement date of the conference or convention and the Employer shall advise the employee in writing at least six (6) weeks prior to the commencement date of the conference or convention as to whether or not the application is granted. Such leave, if granted, shall be on terms in the sole discretion of the Employer.
- (ii) The time limits in Article 20:08 (i) may be waived when such time limits would prevent the submission of an application.
- 20:09 An employee who is elected or selected for a full time position with the C.U.P.E. organization shall be granted an unpaid leave of absence without loss of seniority for a period of up to two (2) years. The employee will endeavour to provide two (2) weeks notice prior to the employee's return to work for the Employer.

Only one (1) staff member of C.U.P.E. Local 2067.1 is eligible for this Article at any one time.

Article 21 - PAYMENT OF WAGES AND ALLOWANCES

- 21:01 Wages and allowances to be paid as provided in Schedule "A" attached hereto.
- 21:02 Three (3) months prior to the increment date, an evaluation of an employee's performance will be made. If the evaluation would result in an employee not receiving an increment, the increment may be delayed until the employee meets the minimum performance standards of the position and this will be communicated during their evaluation.

21:03 Where an employee who possesses the qualifications, knowledge, and educational skills, is requested by the Employer to perform the substantial duties of a higher rated job not already compensated and performs these duties, a Responsibility Pay premium of \$3.00 per hour will be paid to the employee for each hour scheduled and worked.

Article 22 - CLOTHING ALLOWANCE

22:01 The Employer shall issue three (3) collared shirts or five (5) T-shirts, plus three (3) pairs of pants to all permanent employees, employed as Maintenance Repair, Caretaker, Shipper/Receiver and Driver during the month of February in each year.

All permanent employees, employed as a Caretaker with outside duties, Maintenance Repair, the Shipper/Receiver, and Driver shall be provided with one (1) winter jacket, one (1) spring jacket, one (1) hooded sweatshirt, one (1) winter toque, one (1) pair of winter gloves and one (1) pair of safety footwear. These items shall be replaced without charge upon presentation of the worn out item. Other concerns around replacement, (ex. stolen material) can be discussed with the employer.

Non-permanent Caretakers and Driver shall be issued the required clothing to conduct their work safely.

22.02 All employees who receive clothing pursuant to this article shall wear during all working hours the clothing provided by the Employer.

Article 23 - TRAVEL ALLOWANCE

23:01 An employee who is required in the performance of the employee's duties to travel between agencies within the City of Windsor, shall be paid a travel allowance as per the CRA rate, to be submitted and paid. Expenses not submitted on a quarterly basis will not be reimbursed.

23:02 If a staff member needs to take a cab to the bank to conduct business on behalf of the Windsor Public Library it will pay for the expense provided a receipt is provided to the Employer.

If a staff member is required to go to a branch for which they were not scheduled and have arrived at their scheduled location of work and if that employee does not drive and must take a cab, the fare shall be paid by Windsor Public Library.

Article 24 - TERM

24:01 This Agreement shall be binding and remain in effect (save and except where it is expressly stated to be effective on some other date) from January 1, 2024 to December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) days prior to the 31st of December, 2026.

24:02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

24:03 Either party desiring to propose changes or amendments to this Agreement shall, within a period of ninety (90) days prior to the termination date of Agreement as provided for in Article 24:01, give notice in writing to the other party of the changes or amendments proposed. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to conclude a revised or new Agreement.

Article 25 – RETIREMENT

25:01 An employee shall provide the Chief Executive Officer of the Library when possible sixty (60) days, but not less than thirty (30) days' notice of their intention prior to retirement.

25:02 Full-time

Effective January 1, 1987, an employee other than a short-scheduled employee, who chooses early retirement within the terms and provisions of OMERS, shall be provided with the following benefits, at full cost to the Employer up until normal retirement age of sixty-five (65). All employees currently provided with benefits, who also retired early or received a previously agreed to package, will remain exempt.

Basic Dental Plan at 2008 rates,

Basic health, and life insurance (Life insurance equal to thirteen (13) times the employee's final salary rate) on a bi-weekly basis.

Vision Care Plan (up to \$150.00 in any two (2) year period).

25:03 A short-scheduled or part-time employee who chooses early retirement within the terms and provisions of OMERS shall be provided with the same benefits, except for life insurance, as described in Article 25:02 in the same proportion as the employee's number of hours worked per week bears to the number of hours worked per week by an employee who works full-time at the time of retirement.

Article 26 - MISCELLANEOUS PROVISIONS

26:01 The Employer shall provide a bulletin board in the staff area of each agency and the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees upon such bulletin board, but shall not have the right to place any such notices on any other bulletin board in any agency.

26:02 The Employer shall provide two (2) clothing lockers in each branch for the use of all employees employed in such branch.

- 26:03 Persons not in the bargaining unit shall not perform work normally performed by Members of the bargaining unit unless no qualified member is available.
- 26:04 No employee will be terminated, laid-off or have their regularly scheduled work day or regularly scheduled work week reduced as a result of contracting out.
- 26:05 An immediate Supervisor, who is also a member of the bargaining unit and who prepares a written report or evaluation on the performance of a staff member, shall have the opportunity to discuss such report or evaluation with the Manager and shall deliver a copy of such written report or evaluation to the employee immediately following its final submission to the Employer.
- 26:06 An employee shall be given a copy of any written evaluation before it is placed in the employee's personnel file.
- 26:07 Personnel File: An employee has the right to examine the employee's personnel file upon request, provided that a duly authorized representative of the Employer is present.
- 26:08 Existing groups of jobs shall not be eliminated or revised substantially without prior explanation and discussion with the Union.
- 26:09 No less than two (2) employees will be scheduled for a period exceeding two (2) hours in any agency of the Employer, during public service hours.
- 26:10 No employee may refuse to provide a name by which the employee may be identified when requested by a member of the public.
- 26:11 A staff member handling cash shall not be held liable for the repayment of shortages, except in the case of criminal negligence.

Article 27 - TECHNOLOGICAL CHANGE

- 27:01 The parties recognize the impact on employees and procedures resulting from technological change. It is essential that these changes be used to the full advantage of both the Employer and the employees.
- 27:02 Where the introduction of technological change or new methods of operation will displace (or result in the lay-off of) any employee, the Employer shall notify the Union, and will discuss its implications with the Union, before putting such technological change or new methods of operation into place.
- 27:03 No permanent employee shall lose employment during the term of this Agreement as a result of technological change.
- 27:04 No employee shall be scheduled to work continuously on a monitor unit for more than two (2) consecutive hours without a rest break.
- 27:05 All new, existing, or any alterations to monitor work stations shall be done in consultation with the affected employee. The installation shall also include consultation directed towards assuring that all

ergonomic factors are dealt with satisfactorily.

27:06 On the request of an employee, the Labour Management Committee shall review with the employee any complaint or concern respecting the equipment.

27:07 It is recognized that volume measurement may be necessary to obtain objective evaluation of the level of production of a group or agency. However, such machine measurement alone shall not be used for disciplinary purposes.

27:08 When the Employer determines that new skills are required which are not possessed by permanent employees, the Employer shall arrange that the affected employees shall be given a period of time, not to exceed one (1) year, to acquire or perfect the skills necessitated by a change in operations. There shall be no reduction in wage rate for the affected employees during the training period. Any cost that may result in the training of an employee shall be covered by the Employer.

Article 28 - PRINTING OF AGREEMENT

28:01 The Employer shall have sufficient copies of the Agreement printed in a Union Shop. The Parties shall share equally in the cost of the printing.

Article 29 - JOB SHARING – FULL TIME

29:01 The parties have agreed to assist the employee(s) who wish to enter into a position sharing arrangement on the basis of the following:

- (a) Two (2) qualified candidates may jointly apply to share one (1) vacant position.
- (b) The Employer shall assess all candidates individually in accordance with Article 12 of the Agreement.
- (c) If one (1) employee of a shared position leaves the partnership, the remaining member of the partnership shall assume the position full time, or;
The remaining partner may advise the Employer of their wish to remain in a Job Share arrangement. The Employer would then post the position as a Job Share opportunity in accordance with Article 12 of the Agreement.

Should the Employer be unsuccessful in filling the Job Share vacancy, and should the remaining partner still not wish to continue in a full time capacity, the Employer will then re-post the position as a full time vacancy.

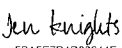
The remaining partner's employment status would then be terminated without recourse to Article 8.

- (d) The hours of work and scheduling of the shared position shall be determined in advance and forwarded to the Secretary of the Union prior to the commencement of the shared position.
- (e) There shall not be more than five (5) shared positions. For purposes of this arrangement, the following clauses relating to part time staff will apply.

- Article 11 – Seniority
- Article 14 – Fringe Benefits
- Article 15 – Sunday Service
- Article 19 – Sick Leave

- (f) No full time vacancy will be posted as a shared position.
- (g) The combined hours of a job share position shall not exceed the regular hours of the permanent full time position.
- (h) Two employees who job share a position shall not be scheduled to work at the same time.

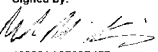
THE WINDSOR PUBLIC LIBRARY BOARD

Signed by:

5BA5E7D4D00244F

3/3/2025

Chief Executive Officer

Date

Signed by:

48222AA0F03B457

3/3/2025

Chair, Windsor Public Library Board

Date

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local Union No 2067.1

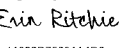
Signed by:

2E05B2B6EF4F4DC

3/3/2025

President

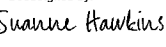
Date

Signed by:

41020D75081A4D6

3/3/2025

Recording Secretary

Date

DocuSigned by:

98A2475133995476

3/4/2025

Representative
Windsor Area Office – C.U.P.E.

Date

SCHEDULE "A" January 1, 2024 – June 30, 2024 (1.75%) to an Agreement between the Windsor Public Library Board and the Canadian Union of Public Employees Local 2067.1			
	START	1 YEAR	2 YEAR
Group 1	16.53	19.19	20.74
Group 2	17.90	20.35	22.02
Group 3 Driver	18.85	21.53	23.26
Group 4 Caretaker	19.89	22.68	24.51
Group 5 Team Clerk Collection Services	20.93	23.84	25.80
Group 6 Shipper/Receiver	21.93	24.99	27.07
Group 7 Circulation Service Representative Graphic Designer Book Buddy Coordinator Adult Literacy Instructor	22.92	26.17	28.33
Group 8 Admin Support-Accounting Deaf Literacy Instructor	23.93	27.35	29.59
Group 9 Bookmobile Driver/Clerk Library Service Representative Maintenance Repair Senior Circulation Service Representative Senior Clerk Collection Services	24.95	28.51	30.85
Group 10	25.97	29.66	32.12
Group 11 Archivist	26.99	30.83	33.42
Group 12 Adult Literacy Coordinator Public Service Librarian Accessibility Team Leader Customer Services	28.01	32.02	34.67
Group 13 Digital Media Librarian Public Service Librarian	29.02	33.15	35.91
Group 14 Team Leader	30	34.32	37.20

Wages will be paid on alternate Thursdays by electronic deposit. Payment shall be for the ten-day work period ending on the previous Sunday.

A premium rate of \$.31 per hour shall be paid to a Maintenance Person who works the afternoon shift (2:30 p.m. – 11:00 p.m.). A premium rate of \$.48 per hour shall be paid to a Maintenance Person who works the night shift (11:00 p.m. to 7:30 a.m.). Premium rates shall not apply to those hours paid at the rate of one and one-half times the regular rate.

SCHEDULE "A" July 1 1, 2024 – December 31, 2024 (1.75%) to an Agreement between the Windsor Public Library Board and the Canadian Union of Public Employees Local 2067.1			
	START	1 YEAR	2 YEAR
Group 1	16.82	19.53	21.10
Group 2	18.21	20.71	22.41
Group 3 Driver	19.18	21.91	23.67
Group 4 Caretaker	20.24	23.08	24.94
Group 5 Team Clerk Collection Services	21.30	24.26	26.25
Group 6 Shipper/Receiver	22.31	25.43	27.54
Group 7 Circulation Service Representative Graphic Designer Book Buddy Coordinator Adult Literacy Instructor	23.32	26.63	28.83
Group 8 Admin Support-Accounting Deaf Literacy Instructor	24.35	27.83	30.11
Group 9 Bookmobile Driver/Clerk Library Service Representative Maintenance Repair Senior Circulation Service Representative Senior Clerk Collection Services	25.39	29.01	31.39
Group 10	26.42	30.18	32.68
Group 11 Archivist	27.46	31.37	34.00
Group 12 Adult Literacy Coordinator Public Service Librarian Accessibility Team Leader Customer Services	28.50	32.58	35.28
Group 13 Digital Media Librarian Public Service Librarian	29.53	33.73	36.54
Group 14 Team Leader	30.53	34.92	37.85

Wages will be paid on alternate Thursdays by electronic deposit. Payment shall be for the ten-day work period ending on the previous Sunday.

A premium rate of \$.31 per hour shall be paid to a Maintenance Person who works the afternoon shift (2:30 p.m. – 11:00 p.m.). A premium rate of \$.48 per hour shall be paid to a Maintenance Person who works the night shift (11:00 p.m. to 7:30 a.m.). Premium rates shall not apply to those hours paid at the rate of one and one-half times the regular rate.

SCHEDULE "A" January 1, 2025 – December 31, 2025 (3.25%) to an Agreement between the Windsor Public Library Board and the Canadian Union of Public Employees Local 2067.1			
	START	1 YEAR	2 YEAR
Group 1	17.37	20.16	21.79
Group 2	18.80	21.38	23.14
Group 3 Driver	19.80	22.62	24.44
Group 4 Caretaker	20.90	23.83	25.75
Group 5 Team Clerk Collection Services	21.99	25.05	27.10
Group 6 Shipper/Receiver	23.04	26.26	28.44
Group 7 Circulation Service Representative Graphic Designer Book Buddy Coordinator Adult Literacy Instructor	24.08	27.50	29.77
Group 8 Admin Support-Accounting Deaf Literacy Instructor	25.14	28.73	31.09
Group 9 Bookmobile Driver/Clerk Library Service Representative Maintenance Repair Senior Circulation Service Representative Senior Clerk Collection Services	26.22	29.95	32.41
Group 10	27.28	31.16	33.74
Group 11 Archivist	28.35	32.39	35.11
Group 12 Adult Literacy Coordinator Public Service Librarian Accessibility Team Leader Customer Services	29.43	33.64	36.43
Group 13 Digital Media Librarian Public Service Librarian	30.49	34.83	37.73
Group 14 Team Leader	31.52	36.05	39.08

Wages will be paid on alternate Thursdays by electronic deposit. Payment shall be for the ten-day work period ending on the previous Sunday.

A premium rate of \$.31 per hour shall be paid to a Maintenance Person who works the afternoon shift (2:30 p.m. – 11:00 p.m.). A premium rate of \$.48 per hour shall be paid to a Maintenance Person who works the night shift (11:00 p.m. to 7:30 a.m.). Premium rates shall not apply to those hours paid at the rate of one and one-half times the regular rate.

SCHEDULE "A" January 1, 2026 – December 31, 2026 (3.00%) to an Agreement between the Windsor Public Library Board and the Canadian Union of Public Employees Local 2067.1			
	START	1 YEAR	2 YEAR
Group 1	17.89	20.76	22.44
Group 2	19.36	22.02	23.83
Group 3 Driver	20.39	23.30	25.17
Group 4 Caretaker	21.53	24.54	26.52
Group 5 Team Clerk Collection Services	22.65	25.80	27.91
Group 6 Shipper/Receiver	23.73	27.05	29.29
Group 7 Circulation Service Representative Graphic Designer Book Buddy Coordinator Adult Literacy Instructor	24.80	28.33	30.66
Group 8 Admin Support-Accounting Deaf Literacy Instructor	25.89	29.59	32.02
Group 9 Bookmobile Driver/Clerk Library Service Representative Maintenance Repair Senior Circulation Service Representative Senior Clerk Collection Services	27.01	30.85	33.38
Group 10	28.10	32.09	34.75
Group 11 Archivist	29.20	33.36	36.16
Group 12 Adult Literacy Coordinator Public Service Librarian Accessibility Team Leader Customer Services	30.31	34.65	37.52
Group 13 Digital Media Librarian Public Service Librarian	31.40	35.87	38.86
Group 14 Team Leader	32.47	37.13	40.25

Wages will be paid on alternate Thursdays by electronic deposit. Payment shall be for the ten-day work period ending on the previous Sunday.

A premium rate of \$.31 per hour shall be paid to a Maintenance Person who works the afternoon shift (2:30 p.m. – 11:00 p.m.). A premium rate of \$.48 per hour shall be paid to a Maintenance Person who works the night shift (11:00 p.m. to 7:30 a.m.). Premium rates shall not apply to those hours paid at the rate of one and one-half times the regular rate.

LETTER OF INTENT

To: The Canadian Union of Public Employees and its Local 2067.1

Re: Employee Funded Leave Plan

The Employer will establish an employee funded leave plan pursuant to which a permanent employee, with the approval of the Employer, may defer twenty-five per cent (25%) of salary for each of four (4) consecutive "terms" and then take a fifth consecutive "term" as leave of absence.

The terms of the leave plan are as follows:

1. A "term" shall not be less than six (6) months nor greater than one (1) year.
2. The employee must defer twenty-five percent (25%) of salary for the four (4) terms immediately prior to the leave and must apply six (6) months in advance of the four (4) term period.
3. The application must be in writing and, if approved, participation shall be set forth in writing in a signed memorandum of agreement.
4. At the time of applying, the employee must have thirty (30) months of continuous service as a full-time employee.
5. The employee will be paid the amount of monies deferred (plus interest) either in one (1) lump sum on the commencement of the leave period or in three (3) lump sums, one on the commencement of the leave period, one half way through the leave and the other on the first day the Employee returns to work.
6. The cost of all benefits under Article 14:01 will be deducted from the lump sum payments to the employee. The group life coverage will be adjusted for the full five (5) term period.
7. Seniority will continue to accumulate during the leave period.
8. Sick leave shall not accumulate during the leave period.
9. Vacation pay and vacation time off and statutory holiday pay and statutory holiday time off for the leave period shall be waived.
10. Union dues shall be deducted during the leave period.
11. Income tax shall be deducted in accordance with the Income Tax Act and regulations or any revision thereof.
12. In the case of termination of employment or the death of the employee, any unpaid monies shall be paid to the employee or the employee's estate.
13. Participation in the leave plan and the date of commencement of the leave shall be subject to the agreement of the Employer.

- 14. The Employer may limit the total number of employees participating in the leave plan at any one time.
- 15. Following a leave of absence, an employee may not apply for a further leave for four (4) years.
- 16. Following the leave period the employee will return to the same position at not less than the employee's wages at the time the leave of absence began, unless such position has been abolished, in which case the employee will return to the employee's previous group of jobs at not less than the employee's wages at the time the leave of absence began.
- 17. In exceptional circumstances an employee, with the approval of the Employer, may withdraw from the Plan and receive all accrued funds without interest and shall not be eligible to apply for a further leave for four (4) years.

The Employer will, when appropriate, seek a ruling from the Department of National Revenue regarding its obligations to withhold income tax, U.I.C. and C.P.P. In the event such a ruling is unfavourable, the parties will discuss the matter.

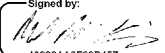
**Please note: National Revenue should be Canadian Revenue Agency and U.I.C. should be E.I.*

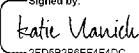
Renewed for the term of this Collective Agreement.

Dated this 3rd day of March, 2025.

WINDSOR PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES

Signed by: 

Signed by: 

LETTER OF UNDERSTANDING

Between

WINDSOR PUBLIC LIBRARY (WPL)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2067.1

RE: OUTREACH AND SPECIAL EVENTS

Outreach and Special Events programming continue to be important to Windsor Public Library and sometimes those opportunities come up outside of our branch hours. When events happen, management needs qualified staff to run them.

Management identifies how many and what positions are needed.

The call will go out with as much information as possible about the event to CUPE 2067 members, detailing date, hours, and responsibilities.

Union staff will have 2 business days to volunteer for the Special Event.

Union members will be offered shifts, through a rolling call-in, by seniority.

Union members will be paid at a time and a half after 35 hours, or take the equivalent time off in lieu (between Sunday through Saturday by mutual consent).

Persons not in the bargaining unit shall not perform work normally performed by the members of the bargaining unit unless no qualified member is available.

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

LETTER OF UNDERSTANDING

Between

WINDSOR PUBLIC LIBRARY (WPL)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2067.1

RE: LIBRARY SERVICE REPRESENTATIVE (LSR)

As a result of discussions between the Parties and to maintain harmonious relations, the following is agreed to:

1. The Parties agree that when a Customer Service Representative (CSR) 7 becomes vacant due to the current incumbent vacating the position, it may be posted as a Library Service Representative (LSR), as determined by management.
2. The Parties agree that when a Customer Service Representative (CSR) 9 becomes vacant due to the current incumbent vacating the position, it may be posted as a Library Service Representative (LSR), as determined by management.
3. The Parties agree that any employee currently working in the CSR 7 or CSR 9 classification, as listed in Appendix 'A' (attached), shall maintain that classification until the current incumbent vacates the position.
4. The Parties agree that the above changes shall be incorporated into the next Collective Agreement and all future Collective Agreements until all employees working in the CSR 7 and CSR 9 classification, as listed in Appendix 'A' (attached), vacate their position.

LETTER OF UNDERSTANDING

Between

WINDSOR PUBLIC LIBRARY (WPL)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2067.1

RE: BREAKING SENIORITY TIES

Where two or more members have the same seniority date, a random mechanism will be used to determine the seniority. The Union will be responsible for the random draw.

The Employer will be present for the process and the Union agrees that the process shall be consistent and transparent in each instance.

LETTER OF UNDERSTANDING

Between

WINDSOR PUBLIC LIBRARY (WPL)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2067.1

RE: HEALTH AND SAFETY INCIDENT REPORT REVIEW

As discussed in the 2024 Collective Agreement negotiations, both parties agree that the Health and Safety of all employees and customers is of paramount importance.

To this end, the parties agree that on a monthly basis, two members of management (one of which shall be the CEO or designate) will meet with the worker Co-Chair elected by the union membership and another designated worker/member, to review the incident reports and health and safety concerns.

The meetings will review all incident reports, concerns, and suggestions from all locations that have occurred since the last meeting, or, are ongoing.

Should there be matters of great concern, the CEO will share the incident report with the worker Co-Chair in advance of the next scheduled meeting.

Windsor Public Library and the Union will look at ways and means to distribute incident reports as expeditiously as possible (eg. shared electronic files, email etc.) to the worker Co-Chair.

This letter will remain in effect during the term of the Collective Agreement and will be reviewed by both parties for potential inclusion in the terms of the next Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

WINDSOR PUBLIC LIBRARY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2067-01**

RE: GROUP OF JOBS TERMINOLOGY

As a result of discussions between the Parties during 2024 Collective Bargaining, the Parties agree to commit to discussing the use of “group of jobs” terminology throughout the Collective Agreement.

“Group of Jobs” is found throughout the Collective Agreement. The application of the term is not consistent and is not strictly defined in each instance.

- 1) Starting October 2024, the Parties agree to meet as needed to discuss the definition and occurrences of the term “group of jobs” found in the Collective Agreement.
- 2) The outcomes of this discussion will be saved to be addressed at the next round of negotiations.

LETTER OF UNDERSTANDING

BETWEEN

WINDSOR PUBLIC LIBRARY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2067-01**

RE: EXPANSION OF SUNDAY HOURS – PUBLIC SERVICE STAFF

As a result of discussions between the parties during 2024 collective bargaining the parties agreed to the following, effective January 1, 2025 for Public Service Staff:

- 1) Starting in 2025, January 1, an expansion of library hours will take place.
- 2) All references in the Collective Agreement regarding the work week will be changed to reflect the work week being Sunday to Saturday to match the payroll cycle.
- 3) Sunday hours of operation and locations will be determined and communicated to the Union by September 30, 2024.
- 4) All full time and part time staff will have every other weekend (Saturday/Sunday consecutive) off.
- 5) All call-ins for absenteeism coverage will be offered to part time staff first, in accordance with 11.05 a) 1, 3 and 4, and full time second, before being offered to supply staff for absenteeism on Friday through Monday, at straight time rates.
- 6) Shift Premiums \$1.10 per hour for all hours worked on Sundays
- 7) Employees will be allowed to bank up to ninety hours (90 hours) of lieu hours.
- 8) All branches will be closed on Sundays that are adjacent to Statutory Holidays
- 9) Within the first week of October, 2025, management will meet with the Union Executive to review the expansion and available data.
- 10) Sunday expansion will remain a standing item at Labour Management Meetings.
- 11) No staff shall be laid off a result of any Sunday Expansion of hours and locations.
- 12) Employer Accept 14.01 (b) Union proposal to allow regular employees working 14 hours benefits.
- 13) The parties will review this LOU at the commencement of Collective Bargaining.

- 14) The following Articles will not be applicable during full Sunday service:
 - 15.01 H-M
 - 15.07

- 15) Should full Sunday service cease, sub-paragraph 14 above, will no longer be valid.