



Chatham-Kent

Shore to Shore

COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE MUNICIPALITY OF
CHATHAM-KENT**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 12.2**

JANUARY 1, 2024 TO DECEMBER 31, 2027

CUPE / *Canadian Union
of Public Employees*

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both Parties to this Agreement:
- a) To maintain and improve relations between the Employer and CUPE Local 12.2 and provide settled conditions of employment;
 - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and service;
 - c) To encourage efficiency in operation and maintain safe working conditions;
 - d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and
 - e) To establish and maintain satisfactory hours and wages for all employees who are subject to its terms.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management of the Library and the direction of the working force are fixed exclusively with the Employer except as limited by an express provision of this Collective Agreement and any relevant legislation. The question of whether any of these rights is limited by this Collective Agreement shall be decided through the grievance and arbitration procedures.

2.02 No Discrimination

There shall be no intimidation, discrimination, interference, restriction or coercion exercised or practiced with respect to any employee.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees of the Chatham-Kent Public Library save and except the CEO/Chief Librarian, Managers, the **Administrative Assistants**, Pages and Grant Employees.

3.02 **Work of the Bargaining Unit**

It is acknowledged and agreed by the Union that persons excluded from the bargaining unit may perform work normally performed by members of the bargaining unit without being considered to be included in the bargaining unit and without giving rise to any grievance pursuant to the terms of this agreement, on the understanding that this will not result in the layoff or reduction of hours of persons in the bargaining unit.

3.03 **Categories of Employment**

- a) A "Full-time" Employee is one who is normally scheduled to work more than twenty-four (24) hours per week.
- b) A "Part-time" Employee is one who is normally scheduled to work twenty-four (24) hours or less per week.
- c) A "Casual" Employee is a part-time employee who has no scheduled hours.
- d)
 - i) A "Temporary" Employee is one who is hired from outside the Bargaining unit to fill a temporary position.
 - ii) A temporary position is a position that has a fixed start and end date which shall not exceed six (6) months duration, unless extended by mutual agreement of the Parties; or eighteen (18) months in the case of replacement for pregnancy/parental/adoption leaves or other absences as per Article 10.04(g) (Loss of Seniority).
 - iii) A temporary employee who is subsequently appointed to a permanent position shall have their seniority pro-rated and dated back to the commencement of their employment on completion of their probationary period providing that the appointment takes place within one (1) year of the employee's original date of hire and there has been no break in service.
 - iv) A temporary employee shall be paid Step 1 of the classification for which they are hired.
- e) The above mentioned employees are part of the bargaining unit.
- f) A "Grant" Employee is one who is **non-union and** employed pursuant to a grant program.
- g) A "Page" is an employee who performs the duties set out in Appendix "A".

- h) Temporary/Grant/Page employees:
 - i) shall not be hired if there is an employee on layoff, shall not perform the work of an employee on layoff, or perform work which results in a layoff, displacement or replacement of a qualified employee.
 - ii) shall be employed pursuant to/and in accordance with the Employment Standards Act, 2000 for vacations and recognized holidays.

3.04 **Application for Grant Employees**

The Employer agrees to provide a copy of the application for a grant project to the Union for review prior to submitting the application. The Union agrees to reply to the Employer within seven (7) working days of receiving the application as to its concurrence or non-concurrence. It is understood that the only grounds for non-concurrence is a violation of Article 3.03 (h)(i).

3.05 **No Strikes – No Lockouts**

The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.

3.06 **Volunteers**

The Parties recognize the positive contribution volunteers have made to the Chatham-Kent Public Library and will continue to support the use of volunteers in roles that enhance the quality of library service to the public.

It is understood that the use of volunteers will not result in the reduction of hours or displacement of employees.

ARTICLE 4 – POLICIES AND PROCEDURES

- 4.01 a) The Employer has the right to make reasonable policies and procedures subject to the terms of this Collective Agreement and any appropriate statutes.
- b) The President of Local 12 shall be notified of any new or revised Employee policies and procedures. All written policies and procedures that may impact the Bargaining Unit will be made electronically available at all worksites.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All present employees covered by this agreement shall, as a condition of employment, remain members in good standing of the Union. All employees hired after the signing of this agreement who are covered by this agreement shall, as a condition of employment, become and remain members in good standing of the Union, upon commencement of employment.

5.02 Contracting Out

The Employer shall retain the right to contract out work. However, the Employer shall not contract out work that would directly result in the lay-off of any employee for the life of the Collective Agreement.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 The Employer will provide a list of all union members, including names, addresses, home telephone numbers within the bargaining unit on July 1st of each year. The Union shall give notice in writing within fifteen (15) calendar days to the Employer of all present and newly elected/appointed officers, committee members, stewards, and any other official of the Union and Local 12.2 Executive Officers and from time to time keep the Employer posted of any change in their elected or appointed officials. The Union shall select:

6.02 Negotiating Committee

A Negotiating Committee of not more than two (2) employees plus the Unit Chair, President and Recording Secretary of CUPE Local 12 with whom the Employer shall negotiate with in respect to proposals for the renewal or modification of this Agreement. Should the President be from Local 12.2, an additional member will be added in place of the Unit Chair.

6.03 Grievance Committee

- a) A Union Grievance Committee shall be appointed, and the Union will advise the Employer of the names of the members of the Grievance Committee. No more than three (3) members of the Grievance Committee shall meet with the Employer at any one time.

- b) Should a member of the Grievance Committee be required to investigate a dispute or to assist an employee in presenting a grievance during regular working hours, they will not leave work without first obtaining the permission of their supervisor or designate when the supervisor is absent.

6.04 **Labour Management Committee**

- a) A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall serve to maintain communications between the Parties and to discuss matters of mutual concern. The Manager of Labour Relations and the President of Local 12 may also attend.
- b) Meetings of Committee: The Committee shall meet bi-monthly or at the request of either Party at a mutually agreeable time. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- c) Chairperson of the Meeting: An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings. The Administrative Assistant I shall be responsible for preparing the agenda and taking notes of the meeting. The minutes will be circulated to committee members within fourteen (14) days of the meeting. Once approved at the next meeting, copies of the minutes will be sent to all bargaining unit members, the CEO/Chief Librarian, the President of Local 12, Manager of Labour Relations, and committee members.

6.05 **Time Off for Union Business**

- a) The Union acknowledges that Union Committee members perform regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining the permission of their immediate supervisor or designate. On the completion of such duties, they shall report back to their supervisor or to any job to which they were previously directed, and give a reasonable explanation that may be requested with respect to their absence. In the event the Local 12 Union President is a member of Local 12.2 they will be granted paid leave on Wednesday and Thursday mornings from 9:00 am to 1:00 pm for the purpose of attending meetings with the Employer and other local union business.
- b) The Union agrees that there shall be no Union business conducted during working hours except as provided in this Agreement, or by statute. Working hours do not include the meal period or paid rest periods.

- c) Committee members shall not suffer any loss of pay or benefits for time spent in grievance investigation at Step No. One, No. Two, and No. Three of the Grievance Procedure meetings, Labour Management meetings, and in Negotiation sessions with the Employer. Following any such meeting employees shall be provided additional reasonable time off, without loss of pay, to prepare notes of the meeting or to prepare reports of the meeting. In addition, Officers of the Union shall be allowed a maximum of eight (8) hours (without pay) per month during their regularly scheduled hours to deal with Union business which includes member counselling and membership concerns not related to grievances. The Employer agrees that investigation and grievance meetings may be beneficial to resolving workplace issues and, therefore if they are a member of Local 12.2 (Chatham-Kent Public Library), the President will be allotted the necessary time required, as per (a) above.

6.06 **Correspondence**

- a) Correspondence required under the terms of this Collective Agreement, shall be deemed to have been sufficiently given if made in writing or e-mail and mailed or delivered to, in the case of the Union, the President with a copy to the Local 12.2 (Chatham-Kent Public Library) Executive Officers and in the case of the Employer, the CEO/Chief Librarian.
- b) In the event that discipline is issued to any employee, the President of the Union and the Local 12.2 (Chatham-Kent Public Library) Executive Officers shall receive a copy.

6.07 **CUPE National Representative**

A National Representative of the Canadian Union of Public Employees shall be allowed to attend any meetings between the Parties dealing with negotiations, Grievance Procedure as per Article 9, or any other meetings between the Parties for which the Union requires the presence of the National Representative.

6.08 No employee shall be required or permitted to make a written or verbal agreement with the Employer or representative that may conflict with the terms of this Collective Agreement, except by the mutual consent of the representatives of the Employer and the Union.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 The Employer shall deduct from every employee any dues and initiation fees, levied by the Union on its members.

7.02 **Deductions**

Deductions shall be forwarded by one cheque to the Local Secretary Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. A copy of this list shall be forwarded to the President of the Local.

7.03 **Dues Receipt**

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each Union member in the previous year.

7.04 In consideration of the deduction and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim of liability arising out of or resulting from the operation of this Article.

ARTICLE 8 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

8.01 a) The Employer agrees to acquaint potential new employees with the fact that a Union Agreement is in effect, and provide the new employee with a copy of the collective agreement.

b) On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or designate. An Officer, or designate, of the Union shall be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of **sixty (60)** minutes during the first **sixty (60)** days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Union.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or as provided for in the Labour Relations Act of Ontario.

9.02 Employees shall have their Steward or Union Representative present at any meeting pursuant to this Article. Supervisors may have a management representative present as well.

9.03 Grievance Procedure

An earnest effort shall be made by both Parties to settle grievances fairly and promptly in the following manner. All grievances must be in writing and filed within ten (10) working days of the circumstances giving rise to the alleged grievance.

Grievances must state the circumstances giving rise to the grievance and the remedy sought. Where possible the provision of the Agreement, which is alleged to have been violated, will be indicated.

Step No. One

The employee, assisted by a Union Representative must first submit the grievance to their Manager, or designate, who will state and return their decision in writing within five (5) working days.

Step No. Two

If the decision of the Manager is not satisfactory to the Union, the Union must within five (5) working days submit the grievance to the CEO/Chief Librarian or designate (copied to the Manager, Labour Relations) who will arrange a meeting with the representatives of the Parties within fifteen (15) working days. After the meeting is held, the CEO/Chief Librarian must state in writing their decision within five (5) working days.

Step No. Three

If the decision of the CEO/Chief Librarian is not satisfactory to the Union, the Union must within ten (10) working days from the date of the response from the CEO/Chief Librarian submit the grievance to the **Director**,

Community Culture & Connections or designate (copied to the Manager, Labour Relations). A meeting shall be held between representatives of the Parties within fifteen (15) working days following receipt of the grievance at Step No. Three. The **Director, Community Culture & Connections or designate** shall give their decision in writing within ten (10) working days following such meeting.

Failing settlement of any grievances submitted under this Article in accordance with the foregoing procedure, including any question as to whether a matter is arbitrable, such grievance shall be submitted to arbitration if a written notice for arbitration is received by the Manager, Labour Relations within twenty-one (21) working days after the written decision is given by the **Director, Community Culture & Connections or designate**.

9.04 **Group Grievance**

Where an issue relating to the interpretation or alleged violation of the collective agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by each of the employees claiming to be affected. A group grievance shall be filed at Step No. Two of the grievance procedure within ten (10) working days of the occurrence of the circumstances giving rise to the grievance.

9.05 **Policy or Union/Employer Grievance**

Any complaint or grievance arising directly between the **Employer** and the Union shall be originated under Step No. Two of the grievance procedure within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed.

9.06 **Disciplinary Grievance**

- a) Where any disciplinary action is to be taken against an employee or if a meeting that may result in discipline is held, a meeting shall be scheduled by the Employer with the employee and the President, or designate. This shall include the delivery of a formal letter confirming the respective discipline or suspension dates.

- b) Grievances alleging without just cause termination or suspension will be presented within ten (10) working days of the disciplinary meeting in accordance with all of the procedures above commencing at Step No. Two (by-passing Step No. One).
- c) A copy of the discipline, suspension or termination letter shall be forwarded to the President of Local 12.

9.07 **Facilities For Grievances**

The Employer shall supply the necessary facilities for grievance meetings.

9.08 **Extending Time Limits**

Time limits may be extended by mutual agreement, confirmed in writing.

9.09 **Grievor Present at Meetings**

- a) In dealing with individual grievances, the grievor shall have the right to be present, without loss of pay, at all Step meetings.
- b) Any employee that has to attend a grievance meeting, shall be paid mileage from their regular work location and shall be paid straight time for time spent in the meeting outside their regular scheduled shift.

9.10 **Arbitration**

The referral to arbitration shall be to a single Arbitrator unless the parties mutually agree in writing to a Board of Arbitration. The following procedure for the selection of an Arbitrator shall be as follows:

It shall be the responsibility of the party desiring Arbitration to so inform the other party in writing with a list of three (3) Arbitrators for consideration. Within ten working days of the receipt of the list of recommended Arbitrators, the other party will either accept one Arbitrator from the list or submit a list of three (3) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from the list, either party may request the Ontario Minister of Labour to name an Arbitrator.

9.11 **Jurisdiction**

The Arbitrator or Board of Arbitration shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement, nor to make any decision inconsistent therewith.

9.12 **Employer's Grievance**

The parties agree that the Employer has a right to file a grievance. Such an employer grievance will commence at and follow Step 3 of the grievance procedure provided that for the purpose of such employer grievances, the employer shall submit any grievance and any requirement for arbitration to the President of Local 12.

9.13 **Conflict of Interest**

No person may be appointed as an arbitrator or nominee who has been involved in processing the grievance or in an attempt to negotiate or settle the grievance.

9.14 **Decision of the Arbitrator**

The Arbitrator's decision with respect to the matters coming within the jurisdiction of the Arbitrator, shall be final and binding upon the Parties hereto and the employees.

9.15 **Expenses of the Arbitrator**

The Parties will jointly bear the fees and expenses of the Arbitrator.

9.16 **Witnesses**

At any stage of the Grievance or Arbitration Procedure, the Parties shall have the assistance of the employee or employees involved, and any necessary witnesses.

ARTICLE 10 - SENIORITY

10.01 **Seniority Defined**

- a) For employees who regularly work more than twenty-four (24) hours per week, seniority is defined as the length of continuous service in the bargaining unit. For employees who regularly work twenty-four (24) hours or less per week, seniority shall be defined as the amount of continuous service in the bargaining unit. The amount of continuous service for part-time employees shall be determined by the equivalency as detailed in (b) below.

- b) **Full-time employees who regularly work less than thirty-five (35) hours but more than twenty-four (24) hours per week shall have their seniority calculated on a pro rata basis based on their hours worked.**
- c) Full-time equivalent seniority shall be determined on the basis of 1550 hours worked equals one (1) year. An employee who works more than 1550 hours in one (1) year shall not accumulate more than one (1) year's seniority in one (1) year.
- d) Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, and recall as set out in other provisions of this Agreement. Seniority unless otherwise specified shall operate on a bargaining-unit-wide basis.

10.02 **Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, their **permanent** classification, service and seniority accumulated to date. At the end of January and the end of July the Employer shall post the seniority list in all work locations and send a copy to the President of Local 12 and the Local 12.2 Unit Chair, or designate. At the time the seniority list is provided, the Employer agrees to provide in electronic format, the hours worked for all part-time employees for the previous six (6) months.

10.03 **Probation for Newly Hired Employees**

A full-time employee shall be on probation for the first ninety (90) calendar days and a part-time employee shall be on probation for the first three hundred (300) working hours, from their date of hire. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except the right to grieve their discharge. After completion of the probationary period, seniority shall be effective from the original date of employment. The parties agree that the probationary period may be extended for a further ninety (90) calendar days for full-time or three hundred (300) hours for part-time by mutual agreement.

10.04 **Loss of Seniority**

Seniority rights and an employee's employment shall be terminated for one or more of the following reasons:

- a) They are discharged for just cause and are not reinstated.
- b) They resign in writing and do not withdraw within two (2) working days (Monday through Friday).

- c) They retire.
- d) They fail to return to work within five (5) working days following a recall and after receiving notice by registered mail to do so, unless through sickness or other just cause.
- e) They are absent from work without approval for a period greater than three (3) consecutive days unless a reasonable excuse for such absence is provided.
- f) They are laid off continuously for a period of more than twenty-four (24) months or;
- g) Subject to the provisions of the Ontario Human Rights Code, an absence for eighteen (18) consecutive months if employed less than one (1) year or an absence from work for twenty-four (24) consecutive months if employed more than one (1) year unless the employee can provide a **medical certificate indicating** that they will be able to return to work within a reasonable time period beyond such period. **The consecutive time away from work does not re-set should a return to work be unsuccessful.**

10.05 **Transfers and Seniority**

Employees shall not be promoted or transferred out of the bargaining unit against their will permanently. Employees in the bargaining unit who accept a temporary position out of the bargaining unit or are transferred from the bargaining unit, may be returned to said unit with full bargaining unit seniority **retained**, provided the return is within twelve (12) months (or eighteen months (18) in case of pregnancy/parental leave). While absent from the bargaining unit, their position will be posted temporarily **and the Employee shall not accumulate any seniority while out of the bargaining unit.**

Should no work be available within the bargaining unit due to a provincial or federal emergency, and they are asked to redeploy, they may accept the redeployment or take a leave of absence. As per Article 18.01 (a), employees may request to work elsewhere during the requested leave and such requests shall not be unreasonably denied.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Posting Vacancies

- a) When a vacancy occurs, a new position is created or a temporary position of six (6) months or more becomes available within the bargaining unit, the Employer shall post notice of the position via electronic mail within ten (10) working days for a period of seven (7) working days for the purpose of permitting any member of the bargaining unit to make an application thereof.
- b) No temporary employee shall be hired to replace a full-time employee where there is an employee working less than thirty-five (35) hours per week who is willing, qualified and capable of performing the work in question. The objective shall be to increase more senior employees' hours to thirty-five (35) hours provided the scheduling requirements can be accommodated.
- c) Applications from temporary employees will be accepted during the internal posting process and will be reviewed prior to external posting. The Employer is under no obligation to interview or hire temporary employees through this process.
- d) Bargaining unit employees who are filling a temporary position or reassignment involving additional hours shall not have their current pay grade interrupted, unless they are relieving in a higher grade (per Article 11.10 (Relieving in a Higher Grade)). Such employees shall continue to accumulate all rights and benefits under this Agreement, and shall be returned to their former job and appropriate pay step at the end of the temporary position.

11.02 Job Request Registry

The Employer will maintain a 'Job Request Registry' whereby employees may inform the Employer of their interest in specific jobs within the bargaining unit for future job transfer, promotion or demotion. The Registry will enable the Employer to implement an expedited internal job placement process.

11.03 Job Request Registry Procedure

- a) **Employees who want to apply for a change of job and/or location may make written request at any time throughout the year to the CEO/Chief Librarian or designate by completing the Job Request Registry Form.**

- b) **The Employer shall create and maintain a Job Request Registry List for each work location and position that indicates all interested employees in seniority order. Employees must be qualified before they are placed in the Registry. Employees who are not qualified for the position, for which they are indicating interest, shall be notified of their rejection and informed of their deficiencies. Such letters shall be copied to the Union. No notification shall be required for the employee who is qualified.**
- c) **The Job Request Registry Forms shall be kept on file and a Job Request Registry List maintained by the CEO/Chief Librarian or designate until November 15th of the following year. After November 15th, employees will be required to re-submit the Form, thereby ensuring that the information is kept accurate and up-to-date.**
- d) **When a vacancy or a temporary vacancy per Article 11.01 (Posting Vacancies), occurs within an existing job in the bargaining unit the Employer will review the 'Job Request Registry' and offer the position to the most senior qualified employee that has indicated interest in that location and/or position. If required, an Employee will be given 24 hours from the time of the offer to accept the position. Should the Employee not respond to the Employer's offer within 24 hours or decline the position, the Employee's application to the offer will be removed from the Job Registry until the next Registry Process re-opens and the next Employee in the job registry would be contacted and offered the position.**
- e) **The Union shall be notified in writing of all appointments.**
- f) **The Union shall have access to the Job Request Registry lists at any time and shall be permitted to take a copy if requested.**
- g) **During the term of this Agreement, the Job Request Registry and Procedure may be amended as mutually agreed between the Parties.**

11.04 Short-Term Reassignment

- a) **A short-term reassignment involves assigning all or a portion of a job to an existing employee for a maximum of three (3) months unless mutually agreed otherwise between the Parties. This clause shall not be used to postpone the posting of a vacancy. However, an employee may be reassigned to "cover" during the posting procedure.**

- b) Bargaining unit employees who are reassigned on a short-term basis shall not have their current pay grade interrupted, unless they are relieving in a higher grade (per Article 11.10 (Relieving in a Higher Grade)). Such employees shall continue to accumulate all rights and benefits under this Agreement and shall be returned to their former job at the end of the short-term reassignment.

11.05 **Temporary Vacancies**

This article will apply where a temporary vacancy is expected to be of sixty (60) working days or more, except where the temporary vacancy has been created to accommodate an employee under WSIB, Human Rights or other legislation.

11.06 **Unfilled Vacancies**

If the Employer chooses not to fill a vacancy or temporary position, they shall so notify the Union in writing at the time the vacancy occurs.

11.07 **Filling Vacancies**

- a) Should a decision be made to fill a vacancy it shall be filled as soon as possible.
- b) **Once an Employee has accepted a position, they will begin their new assignment as determined by the Employer.**
- c) Within seven (7) working days of the date of appointment, the name of the successful appointee shall be communicated to all Library staff.

11.08 **Information in Postings**

- a) Such notice shall contain the following information:
 - Nature of position, qualifications, required knowledge and education, skills, work location(s), hours of work, wage rate and wage range. The local shall be provided a copy of all CUPE 12.2 job postings electronically.
- b) The Employer will establish a post-secondary education level for all classifications with the exception of the Courier and Library Assistant 1.
Equivalent library experience may be considered for internal applicants for a Library Assistant 2 position.

11.09 **Responsibility to Applicants**

- a) No outside personnel shall be considered until after internal employees have been processed and given due consideration for job postings.
- b) Upon the request of the employee, the Employer shall provide a reasonable explanation to employees who have been denied a job opportunity.

11.10 Role of Seniority in Filling Vacancies

- a) In filling vacancies, appointments shall be made on the basis of ability and qualifications to fill the vacancy.
- b) Where the factors in a) are relatively equal then seniority shall govern. Ability and qualifications shall not be determined in an arbitrary or discriminatory manner.

11.11 Trial Period

Successful employees transferring to a new position, shall be given a trial period of thirty (30) days worked in the new position. During the trial period, the Employer will provide orientation procedures for the work. If either the Employer or employee decide that the employee is not suited to the new position, within the trial period, the employee will revert to their former position with no loss of seniority or wage position in that salary range. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

11.12 Relieving in a Higher Grade

When an employee is authorized to relieve in a position of higher rating for more than thirty (30) minutes, the employee will receive the **Step 1** rate for the position that is being relieved for the full period. However, in extenuating circumstances the Parties may mutually agree to amend this article. The Employer shall not schedule employees in thirty (30) minute slots back-to-back to avoid the paying of "relieving" pay.

- 11.13** A copy of the hiring tracking spreadsheet will be forwarded to the Union quarterly.

ARTICLE 12 - LAYOFFS

- 12.01** A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work for any employee

12.02

Factors to be Considered in Layoff and Recall

- a) Once the Employer has determined and identified the position(s) to be reduced or eliminated, the appropriate notice will be given to the incumbent employee(s) as per Article 12.04 (Advanced Notice of Layoff). A representative of the Employer and Union shall meet with the affected employee(s) and the employee(s) shall contact the Employer with a decision within three (3) working days of their decision as listed in (c) below.
- b) In the event of a layoff, employees shall be laid off in the reverse order of their seniority at their work location. Employees shall be recalled in order of their seniority provided that they have the ability and qualifications to perform the duties of the available positions.
- c) Employees who are in positions that have been rendered redundant or are being bumped have the option of:
 - i) Accepting a vacancy if it exists and they are qualified;
 - ii) Bumping a less senior employee providing they have the qualifications to perform the job into which they are bumping into;
 - iii) Should no less senior positions be available, the employee will be assigned to any vacancy that may be available for which they are qualified before accepting the layoff.
 - iv) Accepting the layoff and be placed on the recall list. The employee shall maintain their recall rights to their original classification for a period of six (6) months.
- d) Bumping rights do not extend to positions of higher pay grades, or from part-time positions to full-time positions as defined by this agreement.
- e) An employee shall be given a maximum of thirty-five (35) hours orientation when bumping into a new position due to a layoff.
- f) Where hours are being reduced or reallocated, every effort shall be made to ensure hours from more senior employees are not transferred to junior employees unless there is prior agreement or the work to be performed is such that the more senior employee is not qualified to perform it.
- g) During a layoff there shall be no reduction in an employee's length of service.

12.03 **No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

12.04 **Advanced Notice of Layoff**

- a) In the event of a proposed lay-off of three (3) weeks or shorter, the Employer shall provide the affected employee(s) no less than two (2) weeks notice or pay in lieu thereof.
- b) In the event of a proposed layoff of longer than three (3) weeks, the Employer shall provide the affected employee(s) with no less than two (2) weeks per year of service to a maximum of twelve (12) weeks written notice or pay in lieu thereof. Any bumped employee(s) shall be deemed to have been provided with notice of layoff upon giving the originally affected employee(s) and the Union notice as set out above and said notice having been posted in their workplace.

12.05 **Exception to Temporary Recall**

Employees shall not lose their seniority due to the exercising of the election not to bump lower grades due to the EIC implications and refusal of temporary recall where their temporary outside employment is of longer duration than their temporary recall.

12.06 **Benefit Premiums While on Layoff**

In the event a full-time employee is laid off or bumps into a part-time position, the Employer shall continue to pay benefit premiums to the end of the second month from the date the layoff or bump occurred. Thereafter, the employee may continue on said benefit plans by prepaying all premium cost in a manner acceptable to the Employer. i.e. Laid off December 20th the benefits will cease January 31st.

ARTICLE 13 - HOURS OF WORK

- 13.01 The normal daily hours of work and normal work week for all employees shall conform to this Article and work schedules shall be posted at least two weeks in advance of each work week.

13.02 **Notice of Schedule Change**

Posted work schedule(s) for full-time employees shall not be changed with less than forty-eight (48) hours notice, except by mutual agreement between the Employer and employees affected, or except for emergencies.

Posted work schedule(s) for part-time employees shall not be changed with less than forty-eight (48) hours notice, except by mutual agreement between the Employer and employees affected, or except for emergencies.

This language does not preclude the Employer from reassigning an employee to meet service levels.

13.03 **Full-time Hours of Work**

The normal daily hours of work and normal work week for full-time employees (defined as those employees who are regularly employed more than twenty-four (24) hours per week) shall be between four (4) and seven (7) hours per day, up to five (5) days per week, Monday through Saturday, up to thirty-five (35) hours per week **(except in cases whereby the individual has accepted extra hours for the sixth day)**. Said working hours shall normally be scheduled between 8:30 am and 9:30 pm with a one (1) hour unpaid meal break.

13.04 **Part-time Hours of Work**

- a) The normal daily hours of work and weekly hours of work for part-time employees (defined as those employees who are regularly employed twenty-four (24) hours or less per week) shall be between three (3) and seven (7) hours per day, up to five (5) days per week, (except in cases whereby the individual has accepted extra hours for the sixth day), Monday through Saturday, up to thirty-five (35) hours per week. Said working hours shall normally be scheduled between 8:30 am and 9:30 pm with a one (1) hour unpaid meal break.

- b) The hours that a part-time employee is assigned to or engaged in training, staff meetings, book sales and replacement of other employees shall not be counted in determining the hours which that employee is regularly scheduled to work, thus does not change the part-time employee's status to full-time. The hours that are assigned for programming, outreach work and book exchanges may exceed twenty-four (24) hours in a given week provided the yearly weekly average does not exceed twenty-four (24) hours.

c) Extra Hours

Posting of extra hours will not be used to circumvent the posting provisions of Article 11.

Extra hours shall be divided equitably among all staff on the following basis:

Extra hours will be filled within a location starting from within the classification and then by qualifications.

Should no one be available from within a location, staff from other locations will be considered within the same classification and then by qualifications.

Casual employees will only be utilized after regular part-time employees have been given the opportunity to bid on extra hours.

13.05 Courier – Hours of Work

The normal daily hours of work shall be between 6:00 am and 6:30 pm, five (5) days per week, Monday through Saturday with a one (1) hour unpaid meal break. Notwithstanding 14.01 a), hours worked in excess of thirty-five (35) hours per week and/or ten (10) hours per day shall be compensated at overtime rates.

13.06 Application of Hours of Work

The aforementioned Hours of Work are stated for overtime purposes and shall not be construed as a guarantee of any minimum or restriction of any maximum number of hours to be worked.

13.07 Rest Period(s)

Employees shall be allowed a paid rest period of fifteen (15) consecutive minutes in both the first and second half of a shift. Where an employee's shift is less than five (5) hours, only one (1) rest period shall be provided. It is understood that employees working alone in a branch are expected to schedule breaks when the pace of work allows them to do so, but in no case will their hours of work be extended solely for the purpose of a break.

13.08 a) **Mandatory Meetings**

If an employee(s) is required by the Employer to attend a meeting or event outside their regular hours and the schedule cannot be re-arranged within the constraints of Article 13 (Hours of Work), such employee shall be compensated for no less than three (3) hours at the appropriate rate or lieu time equivalent, at the employee's option.

b) **Optional Meetings**

An employee(s) who chooses to attend an optional meeting or event outside their regular hours and who has received approval from the Employer, will be compensated for the duration of the meeting or event at straight time or lieu time equivalent, at the employee's option.

c) **Disciplinary Meeting**

Any employee that has to attend a disciplinary meeting, not including termination and are not scheduled to work shall be paid straight time for time spent in the meeting.

13.09 **Split Shifts**

Split shifts shall only be scheduled by mutual agreement.

ARTICLE 14 – OVERTIME

14.01 a) Overtime shall be all time worked at the Employer's request beyond seven (7) hours per day and/or beyond thirty-five (35) hours per week. Except in the case of emergencies, the Employer shall give forty-eight (48) hours notice of overtime.

b) All hours worked beyond seven (7) hours per day and/or thirty-five (35) hours per week shall be paid at one and one-half times (1½ X) the employee's base rate except hours worked outside an employee's shift after midnight and on Sunday which shall be paid at double (2X) the employee's base rate.

c) Employees will have the option to be compensated for overtime at the applicable overtime rate or with equivalent lieu time.

14.02 **No Time Off to Compensate for Hours Worked**

Employees shall not be required to take time off during regular working hours to equalize any overtime, call-out or stand-by worked.

14.03 Overtime

- a) Overtime work will be offered **by seniority** to those employees **within the work location and job classification who are** willing and qualified to perform the available work by classification by work location. A record of overtime worked will be posted quarterly.
- b) In the event that no more senior employee(s) agree to work the required overtime, then the junior employee(s) in the work location qualified and knowledgeable about the work to be performed shall be assigned to work the applicable overtime.
- c) Should there be opportunities for additional work within a particular job classification at a temporary work location that cannot otherwise be filled by regular or extra hours (e.g. a special event at a park, etc.), overtime will be offered to the most senior employee(s) within such classification at the branch situated closest to the temporary work location. If there are no staff (or insufficient staff) from the closest branch, overtime will then be offered across all branches (within such classification), by seniority. In all cases, the employees must be qualified and knowledgeable to perform the work prior to being offered the overtime.

14.04 Call-in Pay Guarantee

- a) A call-in means the time worked by an employee when the employee has been called by an authorized official of the Employer to return to work after regularly scheduled working seven (7) hours or on a full-time employee's non-scheduled working day.
- b) An employee who is called in shall be compensated for a minimum of three (3) hours at the overtime rate.

ARTICLE 15 - RECOGNIZED PAID HOLIDAYS

15.01 a) The Employer recognizes the following as paid holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Day before Christmas
Christmas Day
December 26th
Day before New Year's

b) Whenever any of the above noted holidays fall on a Saturday and/or Sunday and are not proclaimed as being observed on some other work day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of the Agreement.

15.02 **Exception to Holiday Pay**

In order to qualify for a recognized holiday, the employee must work the full shift on each of the scheduled work days immediately preceding and immediately following the paid holiday unless there is reasonable cause for absence.

15.03 **Full-time Employees Under 35 Hours**

Full-time employees who regularly work less than thirty-five (35) hours but more than twenty-four (24) hours per week shall be entitled to the benefits of Article 15.01 on a pro rata basis based on their hours worked.

15.04 **Lieu Day for a Recognized Holiday**

In the event the holiday falls on a full-time employee's regularly scheduled day off, such employee shall receive a day off in lieu with regular pay for that day. The alternate day off will be mutually agreed upon and be used within three months of when it was accumulated.

15.05 **Working on Holidays**

On a recognized holiday, overtime will be compensated at the rate of double times (2X) the employee's regular straight hourly rate of pay for time worked plus another day off with regular pay at a time mutually agreed between the employee and the Employer.

15.06 **Part-time Employees**

This Article (except 15.05 Working on Holidays) shall only apply to part-time employees until they have successfully completed their probationary period. Compensation for holidays for these employees is then incorporated into the percentage in lieu allowance.

ARTICLE 16 - PAID VACATIONS

16.01 **Paid Vacation**

Employees will be entitled to the following paid vacation. Employees will commence earning changes in the entitlement level on the first day of the month in which their anniversary date falls.

	<u>Days/Month</u>	
Up to completion of four years' service	2 weeks	.83
At the beginning of five years' service	3 weeks	1.25
At the beginning of ten years' service	4 weeks	1.66
At the beginning of sixteen years' service	5 weeks	2.08
At the beginning of twenty-one years' service	6 weeks	2.50

Although vacation entitlement is expressed in weeks per year of service, it will actually accrue on a monthly basis.

Paid vacation for full-time employees who work less than thirty-five (35) hours per week shall be pro-rated on the basis of their regularly scheduled work week to ensure comparable vacation entitlement.

Part-time employees receive the vacation entitlement pro-rated on the basis of their regularly scheduled work week to ensure comparable vacation time entitlement. Such time away from work will be unpaid and they receive vacation pay as set out in Article 16.05 (Vacation Pay).

If a part-time employee is permanently transferred to full-time status, their part-time hours worked since the last date of hire will be equated to full-

time service for purposes of vacation entitlement on the basis of 1550 hours worked equals one (1) year of service.

16.02 Rules for Accrual

- a) For the first month, an employee, depending on the date of employment, shall have vacation accumulated, as follows:
 - i) if the date of employment is from the 1st to the 15th of the month, a full credit for the month.
 - ii) if the date of employment is from the 16th to the end of the month, one-half of the normal monthly credit.

- b) For the final month of employment, an employee, depending on the date of termination, shall have vacation accumulated as follows:
 - i) if the date of termination is from the 1st to the 15th of the month, one-half of the normal monthly credit.
 - ii) if the date of termination is from the 16th to the end of the month, a full credit for the month.

- c) Vacation accruals will be credited to the employee effective the first day of the month following the month in which it was earned.

- d) Only after an employee's annual vacation entitlement is exhausted, may an employee request to borrow a maximum of five (5) continuous days off once in each year of the Collective Agreement's term.

Such request shall only be granted without regard to seniority after all other employees earned vacation requests are approved.

Under no circumstances is the borrowing of vacation to be used for sick leave purposes.

- e) Employees shall not accumulate vacation credits:
 - i) if the employee is on long term disability in accordance with the Long Term Disability Plan
 - ii) if the employee has been granted an unpaid leave of absence or unpaid sick leave in excess of ten (10) working days, excluding legislated obligations as identified under the *Employment Standards Act, 2000*

f) **Vacation – Illness/WSIB**

- i) No employee shall be entitled to accumulate **vacation entitlement** for more than two (2) years while absent due to paid sick leave or WSIB related leaves.
- ii) Active employees unable to use vacation accrued in (a) above due to paid sick leave or WSIB related absence shall lose entitlement and be paid out all vacation over one and one half (1½) times their entitlement. Such vacation pay shall be paid on the last pay period of the calendar year in question.
- iii) Upon commencement of Long Term Disability (LTD), employees will be given the option of retaining one and one half (1½) times their vacation entitlement in their vacation bank or have the full amount paid out. Recognizing that if payout is made while on LTD, their benefit may be adjusted by such payment.

16.03 **Vacation Year Defined**

Vacation is an earned monthly benefit which is calculated on the basis of the calendar year. On January 1st of each year, employees will be entitled, subject to Article 16.07 (Entitlement Upon Termination) to begin using the total number of days that will be calculated to the end of that year, in accordance with Article 16.01 (Paid Vacation).

16.04 **Vacation Scheduling**

- a) Effective October 1st, 2023, the **Employer** agrees to accept submissions from November 1st to November 15th for employees to indicate their vacation preference for the period January 1st to December 31st of the following year. The approved vacation schedule shall be posted on November 30th so that vacations may be equitably allocated throughout the vacation period in each work location. In the event that more than one employee requests time off within the same period, then the employee with the greater seniority shall be given preference. After December 1st, vacation shall be approved on a first-come, first-served basis in each work location.
- b) Approval of written requests submitted by November 15th, will be subject to service levels first and seniority preference second. Approved requests shall become part of the vacation schedule to be posted by December 1st.

- c) Vacation requests made after December 1st shall be granted on a first-come, first-served basis without regard to seniority but subject to service levels. Vacation requests of more than two (2) consecutive days shall be submitted ten (10) working days in advance and shall be responded to within seven (7) calendar days or sooner if possible.
- d)
 - i) It is understood and agreed that vacation may be taken in less than full weeks at the request of the employee.
 - ii) Normally, part-time employee's requested vacation shall be in one (1) week increments equivalent to their regular work week. The days of rest for the above vacation weeks shall not be scheduled as work days.
- e) Vacation requests shall be treated as a request only. Such requests will extend from Monday through Saturday unless otherwise specified. The Employer may require that an employee schedule and take vacation so as to avoid a carry-over in excess of the allowable amount.
- f) If an approved vacation is cancelled, that week shall first be offered to others who had been denied that same week, in order of seniority.

16.05 **Vacation Pay**

- a) Full-time employees shall receive their regular wages while off on vacation.
- b) Part-time employees' vacation pay will be paid on each paycheque as entitlement is earned. The vacation pay for part-time employees is:

From 0 to 6,200 hours inclusive	4%
From over 6,200 to 13,949 hours inclusive or after five (5) years of service	6%
From over 13,950 to 23,249 hours inclusive	8%
From over 23,250 to 30,999 hours inclusive	10%
Over 31,000 hours	12%

16.06 **Statement of Vacation**

The Employer will provide a statement of vacation entitlement accrued to all employees in January of each year. Part-time vacation entitlement will be shown in hours.

16.07 **Entitlement Upon Termination – See Appendix B**

- a) When an employee terminates employment they shall be paid out all unused vacation accrued to their credit.
- b) It is further agreed that, at the employee's option, a retiring employee may retire early on such date as their unused vacation entitlement may allow, or work until the agreed upon retirement date and receive a cash payment for such unused vacation entitlement.
- c) Where an employee retires, resigns or terminates, they will be entitled to a pro-rated vacation payment and entitlement for the year. An employee who uses vacation time and/or pay which is not earned authorizes the Employer upon separation from employment to withhold any such amount from any outstanding pay.

16.08 **Holidays During Vacation**

Where the vacation period taken by an employee includes one or more paid holidays, a vacation day off with pay will be provided for each paid holiday.

16.09 **Vacation Carry-Over**

Full-time employees shall be allowed to carry-over vacation credits to the following year so as to have a maximum of one and one-half (1½) times their yearly entitlement in any one year.

16.10 **Illness/Bereavement During Vacation**

The Parties agree that an employee who is admitted to the hospital as a bed/out patient as a result of illness or injury suffered while on vacation, or if bereavement leave (per Article 18.05) occurs during an employee's vacation leave, the employee upon providing confirmation of the bereavement leave or illness/injury will be allowed to reschedule such vacation for the number of sick leave days equal to the days of such hospital confinement or equal number of bereavement leave days.

16.11 **Employee Called-In During Vacation**

In the case where a full-time employee is called upon to work and agrees to work during their regularly scheduled vacation period, the employee will be paid at the applicable overtime rate for the actual hours worked on such day, plus the full vacation day which was missed will be returned to their entitlement.

ARTICLE 17 – SICKNESS AND ACCIDENT ALLOWANCE

17.01 For absence due to illness or non-work related injury including dental and medical appointments, a full-time employee will be allowed their normal wages as follows:

- a) Sick leave shall accumulate at the rate of one and one-half (1½) days per calendar month worked. For each seven (7) working days not worked in one (1) month, one-half (1/2) day of the above-mentioned one and one-half (1½) days shall not accumulate, with the following exceptions:

Annual vacations, paid sick leave, bereavement, pregnancy or parental leave.

- b) Any unused sick leave days shall accumulate from year to year to a maximum of three hundred (300) days until the employees turns 65 at which time the maximum accumulation shall be reduced to seventy-five (75) days. A list of accumulated sick leave credits will be issued to each employee in January of each year.
- c) Full-time employees who work less than thirty-five (35) hours per week shall be entitled to earn and use pro-rated sick leave. However, sick leave will only be paid for regularly scheduled hours and not additional hours that the employee has agreed to but is unable to fulfill.
- d) Part-time employees receive payment in lieu of benefits as compensation for sick leave.

17.02 **WSIB Top-Up**

- a) All employees shall be covered under the Workplace Safety & Insurance Act. The Parties agree that, once approved, employees off work due to a Workplace Safety & Insurance Board related absence, will receive compensation in accordance with the Workplace Safety & Insurance Act.

The Employer shall pay employees in receipt of loss of earnings benefits under the Workplace Safety & Insurance Act, such further amount, representing the difference between full benefit entitlement and 100% of 'net' salary of pre-injury earnings for such period as the employee's sick leave allowance permits. Such "top-up" amount will be deducted from the employee's accumulated sick leave.

Once an employee's sick leave allowance is exhausted, the Employer shall not be under any obligation to continue the "top-up" as provided in this paragraph.

- b) Should the Workplace Safety and Insurance Board approve the claim, the sick time utilized, minus "top-up" if used, shall be returned to the employee's bank.
- c) In the case of employees with less than one (1) year of service who are absent by reason of a WSIB related absence, once accumulated sick time is exhausted as in 17.02 (b) above, employees shall be permitted to borrow future sick time up to a maximum of twenty (20) days.

17.03 **Benefits While on Workplace Safety and Insurance Board Benefits or Long Term Disability**

Employees on Workplace Safety and Insurance Board benefits or Long Term Disability shall have their benefit premiums as outlined in Article 22 continued by the Employer for a maximum of two (2) years following the date of injury or absence at which time will be discontinued.

17.04 **Re-employment Post-WSIB**

The Employer agrees to re-employ employees on WSIB benefits as per the provisions of the Workplace Safety & Insurance Act.

17.05 **Reporting Absence Due to Illness**

Employees recognize the need to report absence due to illness or other reasons as far in advance as possible. Employees must notify their manager or designate as far in advance of the start of their daily shift as possible.

17.06 **Medical Certificate**

- i. An employee may be required to submit a doctor's certificate verifying an illness or indicating fitness for work as requested by the Employer. The Employer will reimburse the cost of the requested certificate.
- ii. **An employee absent from work after four (4) or more occasions, totalling in excess of eight (8) days, in a twelve month period will be required to produce a medical certificate at their own expense at the discretion of the Employer.**

- iii. If a doctor's certificate is requested for (ii) above, the doctor's certificate must be **dated the day of absence and must be provided to the Employer before the employee returns to work.**

17.07 **Personal Medical Emergencies**

- a) The Employer may grant up to three (3) days per calendar year for the purpose of attending to personal medical emergencies. Any such leave shall be deducted from the employee's sick leave accumulation.
- b) The application of this leave is restricted to the definition of the immediate family as outlined in Article 18.05, and requires that the employee is the only one available and/or capable of assisting in the personal medical emergency.

17.08 **Appointments**

An employee may use sick credits for medical and dental appointments for their own personal use.

17.09 **Employment Insurance Premium Reduction Program**

It is agreed and understood that any reduction in Employment Insurance Premiums in accordance with the Service Canada's Employment Insurance Premium Reduction Program will be used to offset the benefits provided by this agreement.

ARTICLE 18 - LEAVES OF ABSENCE

18.01

- a) **Upon consideration of operational requirements, the Employer may grant leave of absence, without pay, without loss of seniority or occupational classification to any employee requesting such leave for a good and sufficient cause. During the period of such leave, no employee may accept employment for wages or salary unless the Employer has approved the leave for that purpose.**
- b) The Employer will continue to pay the premiums for Health and Insurance Benefits (per Article 22) to the end of the first month only in the case of requested and approved leaves of absence of any employee.
- c) Seniority shall not accrue where the period of leave of absence exceeds four (4) weeks.

- d) Such absence must not conflict with the efficient operation of the Chatham-Kent Public Library.
- e) Vacation entitlement is to be used before requesting a leave of absence for vacation purposes.

18.02 Union or Public Office Leave

Any employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority or accrual of seniority for the term of office if elected, or up to three (3) years if appointed and on a year to year basis thereafter with mutual agreement between the Employer and the Union. Public Office shall be municipal, provincial and federal offices.

18.03 Union Leave

- a) Leave of absence with pay, with accumulation of seniority, for attendance at union conventions will be granted to not more than two (2) employees at any one time for a period not to exceed eight (8) working days in total in any one year provided that such leave request is made in writing to the CEO/Chief Librarian and is requested at least three (3) weeks in advance. Such requests shall not be unreasonably denied.
- b) An employee attending Executive and Committee meetings of CUPE shall be allowed leave of absence with pay and benefits. The Union will reimburse the Employer for the employee's wages during their absence.

18.04 Jury, Coroners Inquest or Witness Duty Leave

The Employer shall grant leave of absence to employees who are subpoenaed or who are requested to serve as jurors or witnesses in any court, including Coroner's inquest, in the Province of Ontario. Such leave of absence shall not constitute a break in seniority or service for the purpose of any benefits contained in this Agreement. The Employer shall pay employees the difference between their normal earnings and the payment received from the court. The amount received from the court as payment shall not include traveling, meals or other expenses.

Employees will present proof of service and the amount of pay received. If their term of service ends before or at the mid-term of their normal shift, they shall return to work for the remaining portion of the shift. Failure to report to work may result, at the discretion of the Employer, in loss of pay for the remaining portion of the shift.

18.05

Bereavement Leave

a) In the event of death in the immediate family, an employee shall be allowed up to three (3) working days off **following the date of death** with pay for the purposes of arranging and/or attending a funeral **or formal celebration of life**. The immediate family of an employee means:

- *Spouse
- *Child or step-child
- Parents
- Sibling
- Parent-in-law
- Sibling-in-law
- Grandparents
- Grandchildren
- Child-in-law
- All of the above include "step" relationships

* Employees may use two (2) sick days per year from their sick leave accumulation to supplement these bereavement leaves.

****In order to accommodate cultural/religious differences or other special circumstances, employees may save (1) day from the three (3) working days, following the date of death, for the purpose of attending a funeral or formal celebration of life. Such day shall be taken as mutually agreed between the employee and the employer. Absent an agreement, in writing, that provides otherwise, such day shall be taken within (6) months and if not taken, shall be forfeited.**

b) In the event of death of the following, an employee shall be allowed up to one (1) working day off with pay for the purpose of arranging and/or attending a funeral:

- Aunt, uncle
- Niece, nephew
- Grandparents-in-law
- To act as pallbearer or flower bearer

Such day shall be taken as mutually agreed between the Employer and the employee. Absent an agreement, in writing, that provides otherwise, such day shall be taken within (6) months, and if not taken shall be forfeited.

- c) In the case of part-time employees, the time off with pay shall only be those hours during such time that the employees in question would normally have been scheduled to work.
- d) **In all cases, the employee shall notify the Employer of the death as soon as reasonably possible.**

18.06 **Pregnancy and Parental Leave**

Pregnancy and parental/adoption leave shall be granted in compliance with the Employment Standards Act. During the period an employee's seniority shall continue to accumulate. The **Employer** shall continue to pay the premiums payable by the **Employer** to maintain those benefits to which the employee is entitled and currently enrolled.

Upon written request, a leave of absence, without pay, shall be granted to employees after thirteen (13) weeks of continuous employment for pregnancy leave to a maximum of seventeen (17) weeks and parental/adoption leave up to sixty-one (61) weeks. An employee who is eligible for a parental leave, who did not take a pregnancy leave, may extend the parental leave for a period of up to sixty-three (63) weeks duration, in accordance with the Employment Standards Act. The employees returning to work after pregnancy or parental leave shall provide the **Employer** with at least two (2) weeks' written notice.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 The rate of compensation for employees is as set out in Schedule "A".

19.02 **Paydays**

- a) The Employer shall pay salaries and wages by direct deposit every second Friday (or on the preceding business day if Friday is a recognized holiday). On each payday each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- b) The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.
- c) It is understood that overpayment due to clerical errors may be recouped following consultation, with deductions made in a reasonable manner.

19.03 Part-time employees who have completed probation will receive fifteen per cent (15%) in addition to their regular hourly earnings which shall be paid in lieu of all benefits (holidays [Article 15], sick leave [Article 17], health and life benefits [Article 22]), OMERS pension and holidays. Part-time employees may choose to enroll in OMERS under the provisions of that Plan, however, the percentage contribution made by the Employer to OMERS will be deducted from the fifteen per cent (15%) in lieu of benefits.

19.04 A part-time employee who is enrolled in OMERS shall have their percentage in lieu payment reduced by the regular Employer percentage contribution regardless of the existence of any contribution holiday.

19.05 **Progression through the Salary Grid**

- a) If an employee accepts a position in a lower paying classification, they shall receive the same Step of the new classification. If Step 4 does not exist then Step 3 is assigned. If an employee accepts a position in a higher paying classification that they have held within the past two (2) years, the employee shall be placed in the same step of the higher paying classification held previously.
- b) Progression through salary steps for full-time employees will be on an annual basis from date of hire. Progression through salary steps for part-time employees and employees working less than 35 hours per week will be based on 1550 hours worked.
- c) If a part-time employee is going from part-time to full-time position within the same classification, their part-time hours worked since the last date of hire will be equated to full-time service for the purposes of calculating step increases on the basis of 1550 hours worked equals (1) one year of service. Part-time hours worked will continue to accrue while in the new full-time position. Once the employee achieves 1550 hours worked, they will receive the respective step increase and a new artificial anniversary date will be created.

ARTICLE 20 - AUTOMOBILE ALLOWANCE

20.01 Mileage Allowance

- a) Where employees are authorized to use their own vehicle on approved Corporation business they shall be paid a cents per kilometer equal to the current municipal rate. This provision does not apply to travel to and from the employee's residence or a distance equivalent to or less than the distance to and from their regular work location(s).
- b) Casual employees will not receive mileage for reporting to any work location from their residence.
- c) The parties hereto agree that the Corporation shall pay to employees who are required by the Corporation on a monthly basis to have their vehicles available for use to carry out the work of the Corporation a guaranteed minimum of seventy dollars (\$70.00) per calendar month or the actual mileage costs calculated at cents per kilometer equal to the current municipal rate, whichever is greater. This provision does not apply to travel between the employee's residence and their regular work location.

ARTICLE 21 - JOB CLASSIFICATION AND JOB RECLASSIFICATION

21.01 New Classification

When a new classification within the bargaining unit is established during the term of this Agreement, the Employer will submit to the Union seven (7) working days prior to the establishment of the new classification, a copy of the job posting and its proposed rate of pay. If the Union disagrees with the proposed rate of pay, the rate of pay shall be subject to negotiations between the Employer and the Union. If agreement cannot be reached on the rate of pay such dispute shall be subject to the Grievance Procedure and Arbitration.

21.02 Existing Classifications

The existing classifications set out in Schedule "A" Wage Grid, shall not be changed or eliminated without prior agreement of the Union.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 Upon completion of three (3) months, the **Employer** agrees to provide payment of one hundred percent (100%) of the premium cost of the following benefits covering full-time employees until the employee turns 65 and their eligible dependents who comply with the eligibility requirements of the plans:

It is understood that the benefit plans are subject to the restrictions contained within the insurance policy and are not part of this Agreement and are not subject to the grievance and arbitration procedure.

22.02 Effective, January 2023

- a) Life Insurance
 - 2.5x annual earnings, to a maximum of \$500,000
- b) Optional Life Insurance
 - Maximum of \$200,000 in \$10,000 increments (self and spouse)
 - Child(ren) – increments of \$5,000 to a maximum of **\$25,000**
 - Employee paid
 - Evidence of insurability must be completed and approved
- c) Accidental Death & Dismemberment
 - 2x annual earnings, to a maximum of \$500,000
- d) Long Term Disability
 - 70% of your monthly pre-disability earnings, to a maximum of \$12,000 per month
 - Qualifying period 180 days or upon the expiration of your sick leave credits, whichever is later
- e) Extended Health Care Coverage

i. Drug Coverage

Deductible	Co-insurance	Reimbursement	Plan
Nil	100%	100% for Eligible Expenses	Manu Script Generic Drug Plan 2

- ii. Vision Care - maximum \$400 every 24 months
- iii. Hearing Aids - maximum \$600 every 60 consecutive months
- iv. Private Duty Nursing – maximum 72 hours per calendar year

- v. Hospitalization
 - Nil deductible
 - charges, in excess of the hospital's public ward charge, for private coverage

- vi. Out-of-Province/Out-of-Country
 - Travel benefits are eligible within the first 180 days per trip
 - Emergency Services - Maximum \$2,000,000 per calendar year
 - Referral Services \$50,000 per calendar year

Note:

Hospital and medical services beyond 180 days per trip are eligible only if your provincial government health plan provides payment toward the cost of the services received.

Manulife must be contacted by phone within 48 hours of commencement of treatment. Manulife, through consultation with the Assistance Medical team, reserves the right to repatriate the patient for treatment upon medical verification of the tolerance for travel. Carry your Manulife identification card with you when travelling.

- vii. Paramedical Services
 - Services of the following licensed, certified or registered practitioners:

Licensed Practitioners	Maximum Per Calendar Year
Physiotherapist , or Qualified sports specialist (referral required)	\$750
Psychiatrist Social Worker Clinical Counsellor Marriage and Family Therapist Psychoanalyst Psychotherapist	\$500 (combined)
Chiropractor Chiropractor (x-ray)	\$500 \$50
Massage (referral required) Chiropodist Podiatrist Osteopath Naturopath	\$500 (per paramedical service provider)
Dietician (referral required)	\$500
Speech Therapist/ Pathologist (referral required)	\$500

Services listed under Clinical Psychologist, Chiropractor, and Osteopath, etc. above do not require the prior authorization of a physician. No payment will be made for the completion of reports, assessments, tests or evaluations.

*Benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

f) Dental Care

Level	Benefit Co-insurance	Maximum
Level I Basic	100%	Unlimited
Level II Supplementary	100%	Unlimited
Level III Dentures	60%	\$2,500 per calendar year (combined for Level III and IV)
Level IV Major Restorative	60%	
Level V Orthodontics	50%	\$3,000 per lifetime
➤ Deductible Nil ➤ Fee Guide - current minus one year, based on the Ontario Dental Association Fee Guide for General Practitioners		

22.04

Retiree Benefits

- i) Retirees receiving benefits from the predecessor employer(s) as defined by the Meyboom Report or retirees from the Municipality who retired prior to ratification of this agreement, shall not have their coverage affected by this Article.
- ii) The Employer shall pay for Group Benefits as outlined in Article 22.02 e) Extended Health Care and f) Dental Care to age sixty-five (65) for employees who take early retirement as per the OMERS eligibility criteria with the exception of:
 - Life Insurance
 - AD & D
 - LTD
- iii) In the event of the death of a retiree prior to age sixty-five (65), the Employer shall continue to provide Extended Health Care and Dental Care Benefits as per Article 22.02 e) and f) to the surviving spouse and for eligible dependents until remarriage or death up to when the deceased retiree would have reached age sixty-five (65).

- iv) In the event of the death of an active employee prior to retirement, the Employer shall continue to pay one hundred percent (100%) of the premium costs to provide the continuation of Extended Health Care and Dental Care Benefits Article 22.02 e) and f) to the surviving spouse and/or all eligible dependents of said employee, for a maximum of two (2) years (the period of coverage will be terminated in the event of remarriage or should the surviving spouse reach the age of sixty-five (65) or die). In order to qualify for such coverage, an employee must have at least completed their probationary period.
- v) Unless otherwise waived by the Employee, the Employer shall provide a \$5,000 paid up life insurance policy for all employees who retire as per OMERS eligibility criteria. The premium paid on behalf of the employee will be reported on the employee's T4 as a taxable benefit.

22.05

Post 65 Benefits

It is agreed and understood that once an employee turns 65 and continues to work, they will only be entitled to the following benefits:

- i) Life Insurance: Unless otherwise waived by the employee, the Employer shall provide a \$5,000 paid up life insurance policy for all employees upon turning 65 and coverage under Article 22.03 (e) of the collective agreement will cease.
- ii) Extended Health Coverage: To continue as per Article 22.02 (e) of the Collective Agreement (excluding Out-of-Province/Out-of-Country).
- iii) Dental Care: To continue as per Article 22.02 (f) of the Collective Agreement.
- iv) Extended Sick Leave: Maximum accumulation of seventy-five (75) days in sick bank as per Article 17.01 of the Collective Agreement.

Should an employee decide to retire after turning 65, their Extended Health Coverage and Dental care will continue until the end of the month in which the employee gives such notice.

22.06 **Insurance Carrier Selection**

It is understood that the Employer reserves the right to select from time to time the carrier for any insurance under this Article (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are as good or better than the present plan. Such substitution will not occur on less than sixty (60) days written notice to the Union and will include notice of changes, if any, to the benefits as described in Article 22.01 (Health and Insurance Benefits).

22.07 Medical coverage previously provided under the Ontario Health Insurance Plan to all employees, surviving spouses, surviving dependants and early retirees and now funded through the Employer's payroll health tax, or any replacement to that, will continue to be funded by the Employer pursuant to the provisions of the law of the Province of Ontario regarding such health insurance.

ARTICLE 23 - OMERS PENSION PLAN

- 23.01 a) The Employer agrees to participate in the Ontario Municipal Employees Retirement System (OMERS) Pension Plan with a normal retirement age of sixty-five (65) years, in accordance with applicable legislation, with the Employer and the employees contributing equally.
- b) All information available from the Ontario Municipal Employees Retirement System Pension to the Employer will be available to the Union and all employees.
- c) An employee who is receiving pay in lieu of benefits and who joins the OMERS Pension Plan shall have their pay in lieu reduced by a percentage equal to the Employer's regular contribution.

ARTICLE 24 - HEALTH AND SAFETY

24.01 **Co-operation on Safety**

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote a safe work environment, in accordance with the Occupational Health and Safety Act of Ontario.

24.02 **Employee Family Assistance Program**

Employees shall have access to the Municipal Employee Family Assistance Program.

ARTICLE 25 – TECHNOLOGICAL CHANGE

25.01 **Technological Changes**

Where the Employer institutes new technology, it will institute a training and upgrading program for employees required to utilize the technology. This program will be designed to equip employees with required knowledge and skills. The training will be carried out at the expense of the Employer.

The Employer shall notify the Union as soon as possible prior to the introduction of any technological changes which may affect the rights of employees under this agreement.

ARTICLE 26 - PERSONNEL FILES

26.01 When an employee makes a written request with sufficient notice, they shall have the right to review their official human resource file in the presence of the Manager, Labour Relations or designate and obtain copies of any documents contained therein. This review will be done during the employee's personal time and office hours of the Human Resources Department.

26.02 a) Subject to 26.02 (b), employees who have a discipline free record for a period of two (2) years shall have any prior record cleared from their personnel file and it shall not be relied upon in the future in any future disciplinary decision or Arbitration.

 b) Discipline which arises as a result of an incident giving rise to a public complaint or for behaviour which threatens the health and safety of employees or patrons will remain on an employee's personnel file, unless overturned through grievance or arbitration procedure.

ARTICLE 27 - MERGERS AND AMALGAMATIONS

27.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure its best effort in preserving the employment rights of all its employees.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals.

28.02 Bulletin Boards

The Employer shall provide bulletin boards at each work location that shall be placed so all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. For employees who work at locations in which all rooms are accessible to the public, in lieu of the above, notices shall be delivered to the individual employee(s) at those locations who shall put the notices in a binder so designated.

28.03 Emergency Conditions

- a) In the event emergency conditions are such that the CEO/**Chief Librarian**, CAO or designate determines that it is necessary to close certain locations and/or halt certain Municipal services due to extreme weather or an extenuating circumstance (such as a bomb threat, water leak, etc.), the staff shall be so advised and the Employer will continue the employees' wages based on a regular working day for the remainder of the initial period involved. In the event circumstances result in an extended shutdown, the Employer will make every attempt to relocate to a place of employment or provide alternative work on a temporary basis or utilize the layoff provisions of the collective agreement.
- b) In the event of inclement weather, the supervisor may grant an employee's request to leave for home early, report for work late, or remain home and not report for work. Employees who are granted such leave, may, in consultation with the Manager, make up lost time in a mutually agreeable manner.

The adjustment for time granted may take one of the following forms:

- i) A charge to vacation earned,
- ii) An undertaking by the employee to work extra hours at the regular rate to make up lost time,
- iii) Loss of wages.

- c) Nothing in this provision detracts from the expectation that employees will report for their scheduled hours and will call in when unable to report for work. Where there is inclement weather, employees may be requested to work at a more accessible location.

28.04 **Definition - Working Days**

Where the term “working days” is used in this Agreement it shall mean Monday through Friday exclusive of Saturday, Sunday and holidays (per Article 15 (Recognized Holidays)).

28.05 **Tuition Refund Policy**

Course Eligibility

Courses and programs covered under this clause are limited to those that meet the following criteria:

- a) The course is taken through an accredited college, university or association offering courses related to the employer business.
- b) The course has a pass/fail criteria (or can provide a certificate of completion).
- c) The course is taken on an employee’s own time, not during working hours.
- d) The employee has submitted detail of the course to the Senior Manager or designate and has received approval prior to the commencement of the course, and the cost of the course is within the budget for the department.
- e) If substantial investments are made, a reimbursement may be required if the employee leaves shortly after completing the program.

Senior Managers, when preparing their annual budgets shall provide funds for staff training and development having due regard to the policies noted.

Tuition Refund Application

A Tuition Refund Application must be completed by the employee and submitted to the Senior Manager or designate for approval at their sole discretion prior to the beginning of the course. The Senior Manager will recommend the applicable reimbursement percentage and forward the form to the Director of Human Resources for authorization.

Upon completion of the course, the employee must submit to the Human Resources Department:

- a) verification of payment
- b) proof of successful completion of the course or subject

The Tuition Refund Application will then be forwarded to Payroll for processing.

Reimbursement

- a) 100% Reimbursement if the course is required by the Municipality, or an option for a degree, a diploma, certificate or professional designation that pertains to an employee's job.
- b) 75% Reimbursement if a course or subject in a general program that benefits the Municipality, but is not exclusively related to an employee's position.
- c) Such reimbursement shall cover the cost of the course of study plus any applicable text books and examination fees if so required. This policy does not reimburse employees for traveling costs, living expenses, meals, reference books, special equipment, late registration penalties, parking, student association fees, etc.

28.06 Safety Shoes

Upon receipt, the **Employer** agrees to pay 100% of the cost of one (1) pair of safety shoes or boots purchased by a full-time Courier every twelve (12) months to a maximum of \$160 per calendar year. Casual or part-time Couriers' safety shoes or boots will be replaced every three (3) years or as required also to a maximum of \$160. The **Employer** shall replace any pair of boots or shoes that are damaged or destroyed in the performance of employee's work upon presentation of the damaged boots. Probationers shall receive payment upon the successful completion of the probationary period.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration

This agreement shall become effective on January 1, 2024. This agreement shall remain in effect for four (4) years and shall continue from year to year thereafter until one of the Parties serves notice in accordance with Article 30.02 to negotiate changes hereto.

30.02 A Party wishing to negotiate changes to this agreement shall serve the other Party with notice in writing of that intention within ninety (90) calendar days prior to the expiry of this Agreement or any continuation thereof.

30.03 Where the notice contemplated in Article 30.02 is given the Parties shall meet and negotiate with a view to concluding a Collective Agreement.

30.04 Mutual Changes

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the terms of this Agreement.

Dated at Chatham, Ontario this _____ day of _____, 2025.

Catherine Barrett
Catherine Barrett (Mar 10, 2025 10:38 EDT)

Scott
CUPE President (Mar 10, 2025 10:31 EDT)

Cindy Cowell
Cindy Cowell (Mar 11, 2025 21:28 EDT)

Tanya Neave
Tanya Neave (Mar 13, 2025 21:06 EDT)

Allison Whitehead
Allison Whitehead (Mar 11, 2025 04:11 EDT)

[Signature]

Audrey Ansell
Audrey Ansell (Mar 11, 2025 09:04 EDT)

Heidi Wyma
Heidi Wyma (Mar 10, 2025 11:19 EDT)

Erin Auger
Erin Auger (Mar 11, 2025 10:55 EDT)

Mackenzie King
Mackenzie King (Mar 10, 2025 10:28 EDT)

APPENDIX "A"

Pages (regular duties)

- 1. Shelving and shelf reading all library items including but not limited to books, non-print materials, catalogued government documents, pamphlets, microfilm and fiche.**
- 2. Buying newspapers, shelving newspapers and magazines.**
- 3. Emptying book drops.**
- 4. Taking the mail.**
- 5. Assist with craft preparation under supervision.**
- 6. Assist with displays under supervision.**
- 7. Helping to set up and assist with children's programs.**
- 8. Moving chairs and tables.**
- 9. Grounds maintenance including salting and snow removal.**
- 10. Answering basic public directional questions.**
- 11. Fill paper and pencil containers.**
- 12. Tidy and straighten at closing.**
- 13. Clean Computers.**

APPENDIX "B"

Re: Acknowledgement and Authorization Regarding Vacation

To: The CEO/Chief Librarian, Chatham-Kent Public Library

I _____, hereby acknowledge that I am receiving _____ days of vacation prior to my entitlement under the Collective Agreement. These _____ days vacation are to be taken in the month of _____ and are to be charged against my vacation credits as I become entitled to such credits in accordance with Article 16.01 (Paid Vacation).

In the event that I do not become entitled to sufficient vacation credits to cover my vacation days taken, I hereby authorize the Employer to set off against monies owed to me, for wages or otherwise, all vacation credits taken in excess of my entitlement. I shall also be obligated to repay to the Employer any amount over and above what may be available from any outstanding pay within 30 days of retirement, resignation or termination.

Date: _____

Employee's Signature: _____

Position: _____

Employer's Signature: _____

**CHATHAM-KENT PUBLIC LIBRARY
SCHEDULE A - WAGE GRID
2024-2027**

			Step 1	Step 2	Step 3	Step 4
Grade 8						
LIBRARIAN						
Librarian - Wallaceburg	2.75%	2027	43.59	45.39	47.29	49.26
Librarian - Children's Services	2.75%	2026	42.42	44.18	46.02	47.94
Librarian - Collection Development	3%	2025	41.28	43.00	44.79	46.66
Librarian - Circulation Services	3%	2024	40.08	41.75	43.49	45.30
Librarian – Reference/IT						
Librarian – Branch Services						
Grade 7	2.75%	2027	37.24	38.78	40.37	42.05
Librarian – Reference	2.75%	2026	36.24	37.74	39.29	40.92
	3%	2025	35.27	36.73	38.24	39.82
	3%	2024	34.24	35.66	37.13	38.66
Grade 6	2.75%	2027	34.83	36.29	37.75	39.33
LIBRARY TECHNICIAN	2.75%	2026	33.90	35.32	36.74	38.28
Library Technician	3%	2025	32.99	34.37	35.76	37.26
Library IT Technician	3%	2024	32.03	33.37	34.72	36.17
Grade 6	2.75%	2027	36.29	37.75	39.33	
BRANCH HEAD	2.75%	2026	35.32	36.74	38.28	
Branch B Head	3%	2025	34.37	35.76	37.26	
	3%	2024	33.37	34.72	36.17	
Grade 5	2.75%	2027	33.36	34.79	36.17	
Branch C Head / MID	2.75%	2026	32.47	33.86	35.2	
	3%	2025	31.6	32.95	34.26	
	3%	2024	30.68	31.99	33.26	
Grade 4	2.75%	2027	30.46	31.74	33.05	
LIBRARY ASSISTANT 3	2.75%	2026	29.64	30.89	32.17	
Senior Clerk	3%	2025	28.85	30.06	31.31	
	3%	2024	28.01	29.18	30.40	
Grade 3	2.75%	2027	28.01	29.17	30.38	
LIBRARY ASSISTANT 2	2.75%	2026	27.26	28.39	29.57	
Clerk	3%	2025	26.53	27.63	28.78	
Branch Assistant	3%	2024	25.76	26.83	27.94	
Grade 2	2.75%	2027	24.35	25.36	26.44	
COURIER	2.75%	2026	23.7	24.68	25.73	
Van Driver	3%	2025	23.07	24.02	25.04	
	3%	2024	22.4	23.32	24.31	
Grade 1	2.75%	2027	24.35	25.36	26.44	
LIBRARY ASSISTANT 1	2.75%	2026	23.7	24.68	25.73	
Assistant Clerk	3%	2025	23.07	24.02	25.04	
	3%	2024	22.4	23.32	24.31	

LETTER OF UNDERSTANDING # 1

between

CHATHAM-KENT PUBLIC LIBRARY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 12.2

Re: Cleaning Hours

It is understood that a reduction of one (1) hour a week for each of those employees who are paid for this hour for cleaning a Small Branch does not constitute a reduction in hours or a layoff and the Employer has a right to contract out this work.

AGREED this ____ day of _____, 2025.

FOR THE UNION:

Catherine Barrett
Catherine Barrett (Mar 10, 2025 10:38 EDT)

[Signature]
CUPE President (Mar 10, 2025 10:31 EDT)

Cindy Cowell
Cindy Cowell (Mar 11, 2025 21:28 EDT)

Tanya Neave
Tanya Neave (Mar 13, 2025 21:06 EDT)

Allison Whitehead
Allison Whitehead (Mar 11, 2025 04:11 EDT)

FOR THE EMPLOYER:

[Signature]

[Signature]
Audrey Ansell (Mar 11, 2025 09:04 EDT)

[Signature]
Heidi Wyma (Mar 10, 2025 11:19 EDT)

Erin Auger
Erin Auger (Mar 11, 2025 10:55 EDT)

Mackenzie King
Mackenzie King (Mar 10, 2025 10:28 EDT)

LETTER OF UNDERSTANDING # 2

between

CHATHAM-KENT PUBLIC LIBRARY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 12.2

Re: Sunday Hours

As discussed and agreed, the following provisions will prevail should Sunday service (**outside of an occasional special event**) be introduced during the life of the collective agreement:

1. For the life of this agreement, Sunday service will only be offered in Chatham.
2. Sunday hours will be offered from the Sunday after Thanksgiving to the Sunday before the Victoria Day weekend.
3. There will be no Sunday hours offered during any long weekends during the above timeframe.
4. Sunday shifts will be a minimum of three (3) hours per day.
5. Sunday hours will be voluntarily offered to part-time and casual employees throughout the library system and will be distributed equitably by classification and then by qualified staff. With the exception of Assistant Clerks and Clerks, appropriate training will be provided for individuals who wish to be upgraded to a higher classification providing they have the education requirement.
6. Additional hours worked on Sundays by part-time and/or casual employees will be paid at regular straight time and the provisions of Article 13.03, 13.04, and 14.01 (b) will be waived.
7. If there are no part-time or casual staff available, the additional shift will be offered to full-time staff at one and one half times their regular rate.
8. Additional hours worked on Sundays by part-time and/or casual employees will not constitute a change to full-time status, should the employees work more than 24 hours per week.
9. Management will be available on call during the hours of operation.

AGREED this _____ day of _____, 2025.

FOR THE UNION:

Catherine Barrett
Catherine Barrett (Mar 10, 2025 10:38 EDT)

Scott
CUPE President (Mar 10, 2025 10:31 EDT)

Cindy Cowell
Cindy Cowell (Mar 11, 2025 21:28 EDT)

Tanya Neave
Tanya Neave (Mar 13, 2025 21:06 EDT)

Allison Whitehead
Allison Whitehead (Mar 11, 2025 04:11 EDT)

FOR THE EMPLOYER:

[Signature]

Audrey Ansell
Audrey Ansell (Mar 11, 2025 09:04 EDT)

Heidi Wyma
Heidi Wyma (Mar 10, 2025 11:19 EDT)

Erin Auger
Erin Auger (Mar 11, 2025 10:55 EDT)

Mackenzie King
Mackenzie King (Mar 10, 2025 10:28 EDT)

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