

COLLECTIVE AGREEMENT

between

**THE ST. THOMAS
PUBLIC LIBRARY BOARD**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 841.2 (LIBRARY EMPLOYEES)**

January 1, 2025 – December 31, 2028

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THIS AGREEMENT is made and entered into this 02 day of October, 2025.

BETWEEN:

THE ST. THOMAS PUBLIC LIBRARY BOARD
hereinafter referred to as "The Board"
OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 841.2 (Library Employees)
affiliated with the Canadian Labour Congress
hereinafter referred to as "The Union"
OF THE SECOND PART

ARTICLE 1 UNION RECOGNITION

- 1.01** The board recognizes the Union as the sole collective bargaining agency for all employees of the Board at St. Thomas save and except the CEO/Chief Librarian, Supervisors/Managers, Administrative Coordinator, Administrative Assistant/Wellness Coordinator and Pages.
- 1.02** Supervisors/Managers and other persons not included in the bargaining unit shall not regularly perform work of the bargaining unit so as to ensure that bargaining unit employees are not displaced from employment and/or advancement opportunities nor that bargaining unit positions are depleted.
- 1.03** Definitions:
- (a)** A permanent full-time employee is one who is employed to work 35 hours per week.
 - (b)** A permanent part-time employee is one who is employed to work less than 24 hours per week.

ARTICLE 2 RELATIONSHIP

- 2.01** The parties hereto mutually agree that all present employees of the employer covered by this agreement who are members of the Union shall remain members of the Union. All new employees covered by this agreement shall become members of the Union and remain members of the Union after completion of their probationary period.
- 2.02** The Board and the Union agree that no employee shall in any manner be discriminated against, coerced, restrained or influenced by reason of any

of the grounds of discrimination in accordance with the Ontario Human Rights Code or by reason of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

- 2.03** The Union agrees that neither it nor its members will engage in Union activities during working hours or hold meetings at any time on the premises of the Board without the permission of the CEO/Chief Librarian.
- 2.04** The Chief Steward and/or Steward shall be allowed reasonable time during working hours to investigate grievances provided approvals are obtained from the CEO/Chief Librarian or their delegate subject to the right of the Board to limit such time if it deems it to be excessive.
- 2.05** New employees, falling within the scope of this Agreement shall be provided with a copy of the Collective Agreement at the time of formal documentation and a Union Steward shall be allowed fifteen (15) minutes during working hours, at a time agreeable to the Supervisor/Manager, to meet with the new employee.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that it is the exclusive function of the Board to hire, promote, transfer, classify and suspend employees, and also the right of the Board to discipline or discharge any employee for cause provided that a claim by the employee who has acquired seniority that he has been discharged, suspended or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 3.02** The Union further recognizes the right of the Board to manage the affairs of the operation in all respects. The location of the Library, the direction of the working forces, the employees, processes and means used in providing Library service, the schedules of operation, the right to decide on the number of employees needed by the Board at any time, the right to use improved methods, systems, equipment, material including reading material are solely and exclusively the responsibility of the Board. The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees but when new rules and regulations are made or altered the Board will cause same to be duly posted electronically over the signature of the CEO/Chief Librarian.
- 3.03** It is understood and agreed that such functions shall not be exercised in a manner inconsistent with the provisions of this agreement.
- 3.04** Without restricting its right to determine the method by which Library services are to be provided, the Board agrees that no regular employee in the bargaining unit shall be laid off from work as a direct result of :

- (a) The performance of work by outside contractors, or
- (b) As a result of technological change in method.

ARTICLE 4 LABOUR MANAGEMENT

4.01 The parties agree to establish a joint Labour/Management Committee with representation of at least two (2) members from each party, for the purpose of discussing matters affecting the operation of the Library not covered by the Grievance/Arbitration process. Necessity for such meetings shall be signified to either party by the other in writing, containing an agenda of the subjects to be discussed. The date and time of such meetings shall be as mutually agreed by the parties.

Time spent by employees participating in Committee business, during their regular scheduled hours of work shall be considered as time worked, and attendance at such meetings shall not result in any lost wages. Time spent on Committee business, beyond scheduled working hours shall be without compensation.

4.02 Grievance Committee

The Board will recognize a Grievance Committee of three employees selected by the Union. The Board shall be advised of the names of the Grievance Committee members and shall be notified of any change from time to time. The Grievance Committee shall be regular employees of the Board who have established seniority.

The names of the members of the Grievance Committee shall be given to the Board in writing and the Board shall not be required to recognize members of a Grievance Committee until it has been notified in writing of the names of same.

4.03 The Employer shall grant each committee member paid time to meet with the CUPE National Representative for a maximum of four (4) hours paid by the Employer. Time incurred in excess of four (4) hours will be billed to the Union for reimbursement. The committee shall not suffer a loss of wages as a result of the need to enter into conciliation and/or mediation.

ARTICLE 5 BARGAINING COMMITTEE

5.01 The Board will recognize a Bargaining Committee of three employees selected by the Union. The Board shall be advised of the names of the committee members and shall be notified of any change from time to time. The Bargaining Committee shall be regular employees of the Board who have established seniority.

- 5.02** The names of the members of the Union Bargaining Committee shall be given to the Board in writing and the Board shall not be required to recognize members of a Bargaining Committee until it has been notified in writing of the names of same.
- 5.03** A maximum of three (3) representatives of the Union from different Library departments shall be permitted such time as may be required during regular scheduled working hours, subject to the right of the employer to limit attendance to two (2) due to the exigencies of duty, without loss of regular earnings, to meet with representatives of the Board for the purpose of negotiating a renewal Collective Agreement.

ARTICLE 6 GRIEVENCE PROCEDURE

- 6.01** For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.
- 6.02** Complaint Stage:
- It is the mutual desire of the parties that complaints of employees are dealt with as promptly as possible. It is understood and agreed that an employee has no grievance until they have first discussed their complaint with their immediate Supervisor/Manager and allowed them an opportunity to endeavour to settle the complaint. Complaints may be submitted in writing or may be stated verbally within seven (7) working days after the circumstances giving rise to the complaint have occurred or originated. The employee's immediate Supervisor/Manager will endeavour to resolve the complaint within seven (7) working days after the submission of the complaint.
- 6.03** If the complaint is not settled by the immediate Supervisor/Manager within the seven (7) working days noted above and it relates to the interpretation, application or administration of the Collective Agreement, it may be taken up as a grievance in the following manner and sequence:

Step 1 – The Steward may submit a written formal grievance to the CEO/Chief Librarian within five (5) working days after the immediate Supervisor/Manager's decision under Article 6.02. The grievance shall specify the facts, details and the Article(s) claimed to be violated or relied upon and the remedy sought. Any grievance not submitted within the time limits provided shall be deemed to have been settled or abandoned. Prior to the written decision, the parties shall meet to discuss the grievance. This meeting will occur within five (5) working days of the submission of the grievance. The written decision of the CEO/Chief Librarian shall be delivered within five (5) working days following the meeting. Failing settlement, then;

Step 2 – Within three (3) working days following the receipt of the decision under Step 1, the Steward may submit the written grievance to the Personnel and Public Relations Committee of the Board of Trustees. Any grievance not submitted within the time limits provided shall be deemed to be settled or abandoned. The Personnel and Public Relations Committee of the Board of Trustees will convene a meeting with the grievor and the Steward to review the grievance. The meeting will be held within ten (10) working days of the submission of the grievance to this Step. The Personnel and Public Relations Committee of the Board of Trustees may request the presence of a consultant and/or the City of St. Thomas Director of Human Resources at this meeting as may the Union be assisted by a representative of C.U.P.E. The Personnel and Public Relations Committee will report to the Board of Trustees at the next regularly scheduled board meeting. The written decision of the Board of Trustees shall be given within three (3) working days from the date on which the board meeting was convened. If required during the months of July and August, a special Board meeting (quorum required) will be called to address the grievance. In the event the decision of the Board of Trustees is not satisfactory, the Union may refer the matter to arbitration within ten (10) working days from the date of the decision under this Step. If no written request for arbitration is received within ten (10) working days from the date of the decision under this Article, the grievance shall be deemed to have been settled or abandoned.

ARTICLE 7 ARBITRATION

- 7.01** If either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party and shall contain the name of such party's nominee to the Board of Arbitration. The other party shall within ten (10) days thereafter, nominate its member to the Board of Arbitration, and the two so nominated shall endeavour within ten (10) days after their appointment to agree upon a third person to act as Chairperson of the Board of Arbitration. If the parties are unable to agree upon a third person within ten (10) days after their appointment then a third person shall be appointed by the Office of Arbitration of the Ontario Ministry of Labour upon the request of either party.
- 7.02** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time limits and in the manner provided.
- 7.03** Each of the parties hereto shall pay the expense of their own nominee and one-half of the fees and expenses, if any, of the Chairperson.
- 7.04** The Board of Arbitration shall not have jurisdiction to alter or change any of the provisions of this agreement nor to substitute any new provisions thereof, nor to give any decisions inconsistent with the terms and

provisions of this agreement, and shall make a decision in conformity with the terms of the submission to arbitration, which means that the Board shall interpret the actual rights of the parties to the agreement.

- 7.05** Proceedings before the arbitrators shall be expedited by the parties hereto. The decision of the Board of arbitration shall be final and binding on both parties to this agreement. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 7.06** Nothing in this agreement shall prevent the parties to this agreement from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the parties.
- 7.07** At any stage of the complaint or grievance procedure including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses.
- 7.08** Prior to proceeding to arbitration the parties may mutually agree to use the services of a Grievance Mediator. **Such agreement shall not prejudice either party from proceeding to arbitration where a satisfactory settlement is not achieved in mediation. Should a settlement not be reached, the referral to arbitration shall be made within ten (10) working days from the date mediation was held.** The parties shall agree to split the cost of the Grievance Mediator.

ARTICLE 8 MANAGEMENT GRIEVANCES

- 8.01** It is understood that the Board may at any time request a meeting to be convened at the earliest mutually convenient date with the Grievance Committee and a National Representative of the Union to discuss any complaint with respect to the conduct of the Union, its officers or members, in its relationship with the Board or other employees and that if such complaint by the Board is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a grievance and may be referred to arbitration for determination in the same way and to the same extent as the grievance of an employee. It is agreed that no grievance shall be considered when the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.

ARTICLE 9 POLICY GRIEVANCES

- 9.01** Any dispute which concerns the interpretation or alleged violation of this agreement and which involves the interest of the employees as a whole may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure if a written statement of such

grievance is lodged with the Board and with the CEO/Chief Librarian or their designate within ten (10) working days after the circumstances giving rise to the grievance originated. Step I of the grievance procedure will be omitted in such cases. A policy grievance shall not be construed to be an employee grievance where an employee could otherwise initiate an individual grievance.

ARTICLE 10 DISCIPLINE AND DISCHARGE

10.01

(a) Any disciplines or Letter of Reprimand shall be removed from the employee's file after twelve (12) months have elapsed from the occurrence, **unless the Employee is disciplined during that period.**

(b) **Employees who are called to a meeting by the employer, which the Union or employee believes may be reasonably result in discipline, or to receive discipline, shall have a Union Representative present. The employer shall advise the employee of the purpose of such meetings.**

10.02 A claim by an employee who has attained seniority that they have been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the CEO/Chief Librarian within three (3) working days after the employee is notified of their discharge. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

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

ARTICLE 11 NO STRIKES – NO LOCKOUTS

11.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this agreement there shall be no strike, either complete or partial and no picketing of the employer, and the Board agrees during the lifetime of this agreement there shall be no lockout either complete or partial. Strikes and lockouts shall be as defined in the Labour Relations Act of Ontario.

11.02 The Board shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 6 above.

11.03 Should the Union claim that cessation of work constitutes a lockout it may file a grievance with the CEO/Chief Librarian and such grievance may be processed in accordance with this grievance procedure and the arbitration procedure.

ARTICLE 12 WAGES

12.01 During the term of this agreement the Board and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto which is hereby made a part of this agreement.

Part-time employees shall progress as in Schedule "A" with 1,500 hours worked being equal to one (1) year.

12.02 Promotions:

Upon promotion, an employee will be placed at the Step level within their new classification, next above their current wage rate and progress annually thereafter. It shall be interpreted and applied ensuring the employee who received the promotion receives a minimum of a 5% wage increase. Therefore, the employee who received the promotion will be placed at the step in the new band which is a minimum of 5% higher than their current wage rate.

ARTICLE 13 LEAVES OF ABSENCE

13.01 Union Leave

The Board will grant leave of absence to two (2) employees selected by the Union to attend Union business outside of direct dealings with the Employer, for a period or periods not exceeding eighteen (18) working days in the aggregate in any calendar year provided that in the opinion of the CEO/Chief Librarian, this shall not interfere with the efficient operation of the Library. **The Union may submit a request for additional days where they exceed the number of days outlined in this Article.** Such leave(s) of absence shall not be unreasonably withheld. It is also understood and agreed that the Board will bill the Union for the pay for this time, plus a charge to cover the cost of benefits.

13.02 Statutory Leaves of Absence

All employees are entitled to leaves of absence in accordance with the Employment Standards Act, 2000, as amended.

If an employee takes a leave under this provision, the Board may replace such employee with a temporary employee for the duration of such leave.

13.03 Unpaid Leave

Leave without pay may be granted by the Chief Librarian for a period not in excess of ten (10) working days provided that this shall not interfere with the efficient operation of the department. Leave shall not be granted for the purpose of taking other employment for hire except in the case of employment with CUPE, the Canadian Labour Congress (CLC) or Ontario Federation of Labour (OFL) which shall not exceed two (2) years, or where an employee is seconded, through the Board, by another employer.

13.04 Jury Duty

Where an employee who would otherwise be employed is called for jury duty or subpoenaed as a witness in court, they shall be reimbursed for any loss of income sustained as a result of the difference between court fees and their normal rate of pay. The employee shall submit confirmation of court fees received in order to be reimbursed for the difference between those fees and their normal rate of pay.

13.05 Bereavement Leave

For the purpose of Articles 13.05, 13.06, and 13.07, common-law and step relationships shall be recognized. Ex-relationships are not entitled to the bereavement leave benefits as indicated below.

Such bereavement leave is for the purpose of attending the memorial commemorating the deceased and must be taken consecutively unless agreed to otherwise by the employee's Supervisor/Manager and/or CEO/Chief Librarian. **Two (2) days out of the time allotted in the chart may be taken at a later time for a celebration of life event or an internment that may be scheduled at a later date. An employee must inform their Supervisor/Manager and /or CEO/Chief Librarian within seven (7) days of the death if they intend to postpone the bereavement leave for this purpose.**

(a) Full-time Employees

Entitlement:	Relationship:
5 Days	Bereavement leave of absence with pay in the case of death of their spouse; child; parent
4 Days	Bereavement leave of absence with pay in the case of death of their sibling.
3 Days	Bereavement leave of absence with pay in the case of death for their grandchild; parent-in-law; sibling-in-law; child-in-law; and grandparent.

2 Days	Bereavement leave of absence with pay in the case of death for their grandparent-in-law, parent's sibling, sibling's child or first cousin including in-laws.
1 Day	Bereavement leave of absence with pay to attend a funeral as pallbearer for someone who does not meet the criteria described above.

(b) Part-time Employees

Bereavement leave will be based on the pre-scheduled hours lost during the bereavement periods stated in this Article.
Pallbearer leaves will be based on the pre-scheduled hours lost as result of serving as pallbearer in accordance with the time provisions of this Article.

13.06 Extended Bereavement Leave

In the case of death in an employee's immediate family, an extended leave of absence may be granted on the merits of each individual case, through the CEO/Chief Librarian's office, either by the CEO/Chief Librarian or the Personnel Committee of the Board.

ARTICLE 14 HOURS OF WORK

14.01

(a) Full time Employees

The standard work week for all full-time employees covered under this agreement shall consist of thirty-five (35) hours per calendar week.

(b) Part time Employees

Part-time employees shall work the hours as scheduled by the employer and notwithstanding the provisions of Article 14.03, will include split shifts **with the agreement of the employee.**

(c) No employees will be regularly scheduled for less than a three (3) hours shift.

14.02 Every full-time employee shall be entitled to at least every other Saturday off.

14.03

(a) Full-time Employees

Work periods that are subject to regular change shall be considered shift work and such shift work shall be scheduled at least one week in advance. There shall be no split shifts except by mutual consent. This does not preclude the need to alter with less than one week's notice the shift of a staff member to meet an emergency situation.

(b) Part-time Employees

Hours shall be posted on a two (2) week master schedule. This does not preclude the need to alter with less than one (1) week's notice the shift of a staff member to meet an emergency situation.

14.04 The CEO/Chief Librarian or designate shall be free to transfer and/or rotate employees to meet the emergency needs of the Library, caused by illness, resignations, holidays and other unforeseen occurrences.

14.05 An employee shall be permitted a rest period of 15 minutes in both the first and second half of a shift where possible.

Shift Length	Unpaid Lunch	Breaks
6.5 – 8 hours	1 hour	15 minutes in both the first and second half of a shift
5.25 – 6.25 hours	½ an hour	15 minutes in both the first and second half of a shift
4 – 5 hours	None	15 minutes
Less than 4 hours	None	None

14.06 Where an employee is scheduled to work and comes to work and there is no work or the work is cancelled for any reason, the employee shall be paid a minimum of three (3) hours pay.

14.07 Where an employee has completed their regular shift and has left the Library and is recalled, or on a day off or a paid holiday, and is called to work, they shall receive a minimum three (3) hours pay. Overtime rates shall apply as per Article 15.01.

ARTICLE 15 OVERTIME

15.01

(a) Full-time Employees

Overtime at the rate of time and one-half the rate of pay for one hour shall be paid for all authorized hours that an employee is required to work in

excess of their regular work day and/or thirty-five (35) hours per calendar week.

(b) Part-time Employees

Overtime for part time employees shall be paid at the rate of time and one-half the rate of pay for one hour for all authorized hours that a part-time employee is required to work in excess of thirty-five (35) hours per week.

15.02 If an employee who is entitled to receive pay for overtime work is called upon to work any time beyond their regular shift or during their scheduled day off they shall have the option of taking pay or having time off at overtime rates. The time off must be mutually agreed upon. This clause does not prevent a mutual exchange of time.

(a) All employees covered under this contract shall be paid 1½ times the regular rate for all hours worked on Sunday.

(b) All employees covered under this contract shall be paid 1½ times the regular rate of pay for all hours worked on a Paid Holiday, plus the holiday pay.

15.03 Time spent at a conference, workshop or regional meeting which an employee agrees to attend, or on associated travel shall not be considered as overtime.

ARTICLE 16 TRAVEL EXPENSE

16.01 Travelling expenses incurred in the performance of duty shall be reimbursed in accordance with the Board's Travel Expense Policy.

ARTICLE 17 VACATION WITH PAY

17.01

(a) Full-time Employees

All employees who by December 31st according to their continuous service shall be granted an annual vacation with pay as follows:

<130 days	Shall be paid according to ESA
>130 by <1 Yr.	Shall be entitled to one day's vacation with pay for each full month of continuous employment to be taken upon approval of their Supervisor. In no event shall vacation with pay as herein before provided exceed ten (10) working days.
1 Yr, <3 Yrs.	Shall receive two (2) week's vacation with pay
3 Yrs, <7 Yrs.	Shall receive three (3) week's vacation with pay

7 Yrs, <14 Yrs.	Shall receive four (4) week's vacation with pay
14 Yrs, <23 Yrs.	Shall receive five (5) week's vacation with pay
23 Yrs,	Shall receive six (6) week's vacation with pay

< Less than > Greater than

Every employee who does not otherwise qualify under the provisions of this section shall be paid in accordance with the provisions of the Employment Standards Act. Should an employee leave employment in the year they are to advance in vacation allotment, the anniversary date of their hire will be used to determine eligibility of an increase in vacation.

- (i) **Effective January 1, 2026, every employee shall be granted an annual vacation with pay according to their continuous service as follows:**

<130 days	Shall be paid according to ESA
>130 by <1 Yr.	Shall be entitled to one day's vacation with pay for each full month of continuous employment to be taken upon approval of their Supervisor. In no event shall vacation with pay as herein before provided exceed ten (10) working days.
1 Yr, <3 Yrs.	Shall receive two (2) week's vacation with pay
3 Yrs, <7 Yrs.	Shall receive three (3) week's vacation with pay
7 Yrs, <12 Yrs.	Shall receive four (4) week's vacation with pay
12 Yrs, <21 Yrs.	Shall receive five (5) week's vacation with pay
21 Yrs,	Shall receive six (6) week's vacation with pay

< Less than > Greater than

(b) Part-time Employees

(i) On December 31st part time employees shall receive annual vacation and pro-rated vacation pay according to their continuous service as follows;

< 1 Year	Shall be entitled to vacation on a pro rata basis, at a time approved by the CEO/Chief Librarian or designate.
1 Yr, <3 Yrs	Shall receive two (2) weeks unpaid vacation and 4% vacation pay
3 Yrs, <7 Yrs.	Shall receive three (3) weeks unpaid vacation and 6% vacation pay.
7 Yrs, <14 Yrs.	Shall receive four (4) weeks unpaid vacation and 8% vacation pay.
14 yrs, <23 Yrs.	Shall receive five (5) weeks unpaid vacation and 10% vacation pay.
23 Yrs.	Shall receive six (6) weeks unpaid vacation and 12% vacation pay.

(ii) **Effective January 1, 2026, every employee shall be granted an annual vacation with pay according to their continuous service as follows:**

< 1 Year	Shall be entitled to vacation on a pro rata basis, at a time approved by the CEO/Chief Librarian or designate.
1 Yr, <3 Yrs	Shall receive two (2) weeks unpaid vacation and 4% vacation pay
3 Yrs, <7 Yrs.	Shall receive three (3) weeks unpaid vacation and 6% vacation pay.
7 Yrs, <12 Yrs.	Shall receive four (4) weeks unpaid vacation and 8% vacation pay.
12 yrs, <21 Yrs.	Shall receive five (5) weeks unpaid vacation and 10% vacation pay.
21 Yrs.	Shall receive six (6) weeks unpaid vacation and 12% vacation pay.

(iii) Part-time employees shall receive their vacation pay bi-weekly, through payroll deposit, based upon the number of hours worked during the pay period.

17.02 An employee, who has ceased to be employed by the Board before receiving vacation, shall receive a pro rata vacation allowance to reflect the earned vacation to date.

17.03 Any employee who has vacation left over following year end, up to the maximum of ten (10) days allowable, will automatically have their vacation carried over into the year following.

17.04 When a paid holiday falls during an employee's approved vacation period, they shall be allowed an extra day's vacation, with pay, which may be added to their vacation or at a time agreed upon between the employee and the CEO/Chief Librarian.

17.05 No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty, or where an employee is off on Short Term Disability. In the event the employee is removed from the active payroll, vacation shall be calculated only on those regularly scheduled hours which they have worked or for which STD payment has been made.

17.06 In the event that an employee's vacation is interrupted as a result of an accident or illness where they qualify for Short Term Disability, or bereavement leave, the time spent shall be considered as sick leave, as provided in Article 21, or bereavement leave as provided in Article 20.

The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at a mutually agreed upon time.

17.07 All vacation shall be taken at a time agreed upon between the employee and the CEO/Chief Librarian with, where the efficient operation of the Library will permit, preference given according to seniority.

If, in the opinion of the CEO/Chief Librarian, the vacation period chosen by the employee conflicts with the operation of the Library, the employee shall be given at least one (1) months' notice and an alternative vacation period shall be selected by mutual agreement between the employee and the CEO/Chief Librarian.

17.08 Vacation will be approved in 6 month blocks (1st quarter and 2nd quarter), (3rd quarter and 4th quarter). Any conflicts between employees who submitted their requests shall be decided by seniority. Individual requests for vacation leave at other times shall be considered and a response given within thirty (30) days of receipt. Posted vacation schedules shall not be altered except by mutual agreement between the Board and the Union. Approval for vacation leave is based on business needs and staffing levels.

Quarter 1 & Quarter 2		Quarter 3 & Quarter 4	
January		July	
February	February 1 – Management to post vacation accruals for current calendar year	August	August 1 – Management to post vacation accruals for the following calendar year
March	Employees submit vacation requests for 3rd Quarter & 4th Quarter	September	Employees submit vacation requests for 1 st Quarter & 2nd Quarter
April	April 1 – Management approves 3rd Quarter & 4th Quarter	October	October 1 – Management approves 1 st Quarter & 2nd Quarter (based on seniority)
May		November	
June		December	

17.09 Employees shall receive the vacation to which they are entitled in any year in an unbroken period unless otherwise mutually agreed upon by the employee and the CEO/Chief Librarian.

ARTICLE 18 HOSPITAL AND MEDICAL BENEFITS

18.01

(a) Full-time Employees

The Library Board shall pay on behalf of each participating employee 100% of the premium cost of the employee's participation in the following:

- Ontario Health Insurance Plan (EHT)

- Semi-Private Care
- Extended Health Care (no deductible on prescription drugs) (Voluntary Generic Drug Plan. No over-the-counter drugs)
- Paramedical - \$1,750 per calendar year effective **January 1, 2026, \$1,800/year and effective January 1, 2028, \$1,850/year** combined maximum for each employee and eligible dependents – deductible will apply (includes Physio, Clinical Psychologist and mental health practitioners, massage therapy, speech pathologist, chiropractor, osteopath, chiropodist, podiatrist or naturopath)
- **Effective January 1, 2026, Mental Health Practitioners - \$1,500/year combined benefit for each employee and eligible dependent(s) – deductible will apply (includes Clinical Counsellor, Marriage and Family Therapist, Psychoanalyst, Psychologist, Psychotherapist, Registered Mental Health Therapist and Social Worker).**
- **FOR CLARITY: Mental Health Practitioners outlined above are removed from the “Paramedical” list and become a standalone provision effective January 1, 2026.**
- Hearing Aid coverage (\$400/3 years)
- Vision Care Plan, \$500/24 months and \$125/eye exam. **Effective January 1, 2027 \$600/24 months and \$125/eye exam every 24 months.**
- Dental Care Plan (dental plan #9) (Current ODA fee schedule) Checkups every nine months for employees and dependents 18 years of age and over.
- Dental Rider #2 (i.e. dentures), (50/50 shared risk)
- Dental Rider #3 (orthodontics) 50/50 co-pay, \$2000 lifetime maximum
- Dental Rider #4 (Restorative Services) (50/50 shared risk) \$1,500 per person annual maximum
- Deluxe Travel Plan

The foregoing provisions shall apply to employees who are on layoff for the first three months of such layoff.

(b) Part-time Employees

Part-time employees who have successfully completed their probationary period may request, in writing, to participate in the applicable benefits of Article 18.01(a) with the employer paying the premiums on a pro-rated basis. Employees will have the balance of the premium deducted from their pay. If an employee does not have sufficient earnings to cover their share of premiums, the employer shall issue a benefit exit form and the coverage shall cease.

Pro rating will be based on an employee's previous year's hours worked except for new employees when pro rating will be based on the scheduled hours for the first year.

- (c) Every employee shall be fully responsible for keeping the employer informed of changes in their marital status or number of dependents. An employee who is entitled to reduced benefit premiums due to a change in dependency status, or through a spouse's benefit program, and who fails to notify the employer of such change(s), shall be responsible for the extra premium expense paid by the employer on their behalf.

18.02 Group Life Insurance

(a) Full-time Employees

The Board will pay on behalf of each participating employee, 100% of the premium cost of the employee's participation in the Group Life Insurance plan in an amount of two (2) times their regular annual salary.

Dependent group coverage in the amount of \$25,000 for spouse and \$10,000 for eligible dependents shall be optional at the expense of the employee in accordance with terms and conditions set forth in the Master Policy between the carrier and the Corporation of the City of St. Thomas who maintains said policy for the Board.

(b) Part-time Employees

The employer will pay 100% of the premium to provide permanent part time employees \$10,000 Life Insurance coverage.

18.03 Workplace Safety and Insurance Board

An employee in receipt of an award under the Workplace Safety and Insurance Act for injuries suffered during the course of employment shall, **at the employees' option**, be paid in addition to the award the difference between the amount of the award and their normal salary provided that such amount of difference is deducted from their unused sick leave credit and payment shall cease when the credit is exhausted.

When an employee elects to utilize unused sick credits, they shall advise Payroll in writing to this effect. This request will be effective on the date of receipt by Payroll and will not be applied retroactively to the start date of the employee's W.S.I.B. award.

- 18.04 The Board reserves the right to select or alter the carrier of any benefit program provided a comparable or better level of benefit is maintained.

18.05 In addition to the Canada Pension Plan, every full time employee shall join the Ontario Municipal Employees Retirement System (as per the City's OMERS by-law). The employer and the employees shall make contributions in accordance with the provisions of the plan. Part time employees are eligible to participate in OMERS subject to the provisions of the legislation.

18.06 Any employee who has a minimum of ten (10) years continuous employment with the St. Thomas Library Board and who qualifies for a normal or an unreduced early retirement benefit from OMERS shall have the benefits of Article 18.01(a) provided to age 65 by the Board. Coverage will cease if the employee dies before age 65.

ARTICLE 19 PAID HOLIDAYS

19.01 Where any of the following paid holidays occur:

- | | |
|----------------|-----------------------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Last working day before Christmas |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

And any other day proclaimed by the Provincial Government.

- (a)** All full-time employees shall receive payment for such holidays subject to the following conditions;
 - (i)** To be eligible for holiday pay an employee must work their full scheduled work day immediately preceding such holiday and their full scheduled work day immediately following such holiday unless absent with permission of the employer.
 - (ii)** The normal working hours for all persons covered by this agreement on the last working day before New Year's shall be 3.5 hours.
- (b)** Part-time employees shall be entitled to the paid holidays contained in Article 19.01 and payment shall be in accordance with Employee Standards Act, 2000, as amended.

19.02 When a paid holiday falls on the day off of a full-time employee, an additional day off will be granted as mutually agreed upon between the employee and CEO/Chief Librarian. The day off need not coincide with the day off granted to other civic employees employed in other departments.

ARTICLE 20 SICK LEAVE, SHORT TERM DISABILITY AND LONG-TERM DISABILITY

20.01 Full-time Employees

(a) Sick Leave

Employees shall be provided on January 1 of each year, **ten (10)** non-cumulative, sick leave days. Fifty percent (50%) of these unused days may either be paid out to the employee following year end or be banked and used as vacation in the year following and cannot be carried over to any other year. Employees wishing to bank the time as vacation must inform the CEO/Chief Librarian no later than December 1. Employees must choose one option or the other, not a combination of the two.

An employee may utilize up to three (3) sick leave days per year for **unforeseen reasons** without substantiating the reason, for dealing with personal issues. Such days must be identified as being for personal reasons.

(b) Short Term Disability

(i) The Board shall provide at its expense, a Short Term Disability (STD) Plan for all full-time employees covered by this agreement as fully described in the Master Policy.

(ii) The plan will provide a benefit of 70% of the employee's gross pre disability average weekly earnings, to the plan ceiling which shall be reviewed after the settlement of each Collective Agreement.

(iii) STD benefits shall be payable as follows:

1 st day - Non Occupation Accident - Hospitalized Illness

4th day - Non-hospitalized illness

(iv) Employees may utilize any accumulated paid leave credits to cover any days not covered by the insured plan.

(v) When the Board acknowledges any hardship on the employee through no cause of their own, it shall provide an advance of the approved amount on the payday the delay occurs. When payments are received from the carrier, the employee shall forthwith reimburse the Board for monies advanced. If the payment from the carrier is not sufficient to cover advances paid, the employee shall forthwith reimburse the Board for monies owing or have the amount deducted from any salary owing. To qualify for the above noted provision, the claim forms must be completed within five (5) days from the date of disability.

(vi) Benefit coverage as per the Collective Agreement shall be continued while an employee is on STD.

(vii) **The parties agree that the Employer provides short term-disability (STD) and long-term disability (LTD) benefits. The employee's share of any employment insurance premium reduction shall be credited to the Employer and is to be applied towards the cost of the STD and LTD benefits.**

(c) Long Term Disability

(i) The Board shall provide at its expense, a Long Term Disability (LTD) plan for all full-time employees covered by this agreement as fully described in the MasterPolicy.

(ii) The Plan provides a benefit of 66 2/3% of pre-disability average monthly earnings, to the Plan ceiling, for illnesses or injuries extending beyond 75 working days, to the extent that the total disability income from all sources does not exceed 85% of the net pre-disability income.

(iii) Benefits are payable until the employee ceases to be totally disabled or their 65th birthday, whichever occurs first.

(iv) Health and Welfare benefits only, shall be continued for the rehabilitation provision (24 months) of the LTD plan.

20.02 Part-time Employees

The allotment of sick time for part-time employees will be based on an employee's previous year's hours worked using the ratio of 1820 hours per receives **70 hours** sick time, **ten (10)** non-cumulative, sick leave days.

Fifty percent (50%) of this unused portion shall be paid out to the employee following year end.

An employee may utilize up to three (3) sick leave days per year for **unforeseen reasons** without substantiating the reason, for dealing with personal issues. Such days must be identified as being for personal reasons.

20.03 All Employees

An employee may utilize sick leave allowance for absence from employment:

- (a) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided an employee in receipt of an award under the Workplace Safety and Insurance Act shall be excluded from utilizing sick leave allowances other than as provided elsewhere in this agreement.
- (b) caused by exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of other employees by their attendance on duty.

20.04 On the first day of illness, an employee must report such illness in accordance with the "Calling in Sick Procedure."

An employee must provide good and sufficient proof of illness upon return to work or within fifteen (15) calendar days of the beginning of illness whichever period is shorter and proof must be furnished for every fifteen (15) day period or part thereof. Such proof may take the form of a certificate of a qualified medical or dental practitioner and must take this form if illness is longer than five working days. Proof of illness may be established by visitation reports from a doctor or nurse on the request of the Board. The Board has the right at any time to disallow use of sick leave if in its opinion good and sufficient proof of illness has not been provided.

An employee who is required to provided a Doctor's certificate, pursuant to this agreement, shall be reimbursed by the employer for such expense up to a maximum of \$25, upon producing a proper receipt.

20.05 In the event an employee fails to report as outlined above, they shall not be entitled to any sick leave benefits as provided herein unless in the opinion of the CEO/Chief Librarian there was reasonable justification for the employee's failure to report.

ARTICLE 21 SENIORITY AND PROBATION

21.01

(a) Promotion

In all cases of promotion (except promotions to positions excluded from the bargaining unit), and in all cases of permanent transfer within the bargaining unit and all cases of increase of working forces, the following factors shall be considered:

- (i) seniority
- (ii) skill, competence and efficiency

Where two or more affected employees have the qualifications required of the job in question, seniority shall be the governing factor. In the case of a decrease in the workforce an affected employee with greater seniority may bump an employee with less seniority providing the senior employee possesses the required qualification of the job which the employee is bumping into and successfully completes the trial period as outlined in Article 26.07.

Seniority shall mean length of service in the employ of the Board and shall operate on a bargaining unit wide basis. The provisions of this article will be read subject to the conditions of Article 21.07.

21.02

(a) Full-time Employees

Any new employee shall be considered probationary for the first nine hundred and ten (910) hours completed and will have no seniority rights during that period. After nine hundred and ten (910) hours completed, their seniority shall date back to the day on which their employment began.

Notwithstanding the other provisions of this Article, when a probationary period is interrupted by illness or injury, exceeding two (2) weeks, Pregnancy Leave or any other extended leave, the probationary period shall continue until the time provision of this clause has been met.

(b) Part-time Employees

The part-time probationary period shall be 750 hours, or one (1) year whichever occurs first and will have no seniority rights during that period. After 750 hours, or one (1) year whichever occurs first, their seniority shall date back to the day on which their employment began.

21.03 Seniority During Layoffs and Absences

An employee who is on layoff shall continue to accumulate seniority for the first thirteen weeks of such layoff. Thereafter they will retain the seniority they have already acquired but will not continue to accumulate seniority during such layoff.

21.04 An employee who is absent because of illness shall continue to accumulate seniority for the first eighteen weeks of such absence. Thereafter, they shall retain the seniority they have already acquired but shall not continue to accumulate seniority during their absence.

21.05 Seniority Cessation

Seniority shall cease and employment terminate under any of the following circumstances:

- (a) If they are discharged and are not reinstated through the grievance procedure;
- (b) If they resign or quit of their own accord;
- (c) If they have been laid off for a period of less than twelve (12) months and fail to report for work within ten (10) working days after being notified of their recall to work by priority post to their last recorded address on file with the employer;
- (d) If they are in receipt of LTD or WSIB benefits for a continuous period of twenty-four (24) months subject to applicable legislation.
- (e) If they have been laid off or are on unpaid leave of absence for a continuous period in excess of 12 months, unless the leave has been granted for the purpose of working with C.U.P.E., the Canadian Labour Congress (CLC) or the Ontario Federation of Labour (OFL).
- (f) If they are absent from work in excess of two (2) working days without permission unless their absence was due to illness or unavoidable cause.

21.06 A seniority list shall be prepared by the Employer and shall be posted on the bulletin board in January of each year and a copy of the seniority list shall be sent to the unit steward.

Part-time seniority shall be stated in hours on the basis that 1,500 hours equals one (1) year.

21.07 If an employee covered by this agreement should be promoted to a position not subject to this agreement, they shall retain the seniority previously acquired and shall have added thereto the seniority they have accumulated while serving in such position. If within six months they are transferred back to a position in the bargaining unit their seniority therein shall be considered as unbroken and they shall be given a job in the said bargaining unit consistent with their seniority and ability. In the event they are transferred back after 6 months, seniority shall be placed to their credit equal to service attained as a member of the bargaining unit.

ARTICLE 22 LAYOFF AND RECALL

22.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

22.02 In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority within their job classification.

- 22.03** The employee who has received notice that they will be laid off and/or bumped, has the right to either:
- (i) Accept the layoff;
 - (ii) Opt to retire or resign; or
 - (iii) Bump an employee who has less bargaining unit seniority in the same or lower classification provided that the employee bumping is qualified and has the skills and ability to perform the work.
- 22.04** Part-time employees must bump employees in part-time positions and shall bump into a position of equal or fewer regularly contracted hours, provided the employee satisfies the requirements set out in Article 22.03 (iii).
- 22.05** An employee being laid off, wishing to bump, must notify the CEO/Chief Executive Officer five (5) working days after receiving the layoff notification of their intentions, in writing, noting the job classification/position.
- 22.06** If the employee is granted the position, they will be on trial for sixty (60) working days. The employee has up to sixty (60) working days to determine if the position is suitable to them. If for whatever reason, the employee does not work out satisfactorily in the sixty (60) days worked trial period, then they must assume the layoff and are not eligible to bump again.
- 22.07** Employees shall be recalled in the order of their seniority provided in any event, the recalled employee possesses the qualifications, skills and ability to perform the work. 22.08
- 22.08** New employees shall not be hired until those laid off have been given an opportunity of re-call to positions for which they are qualified.
- 22.09** Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of the lay-off or provide pay in lieu of such notice if less than ten (10) working days' notice is given.
- 22.10** Grievances concerning lay-offs and re-calls shall be initiated at Step 2 of the grievance procedure.
- 22.11** The union shall be notified in advance of any pending layoffs within the bargaining unit. **Upon notice being provided, the Employer and the Union agree to meet and discuss the layoff(s).**

ARTICLE 23 SAFETY AND HEALTH

- 23.01** The Board shall continue to make reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees

to assist the Board in maintaining proper observation of all safety and health rules.

23.02 The employer recognizes one representative appointed by the unit membership to represent employees' interests in matters of safety and health.

ARTICLE 24 CLOTHING ALLOWANCE

24.01 Each employee in the undernoted position shall where required, at the commencement of employment be issued the following articles of clothing **as per management approval:**

Building Maintenance

2 pr. Work pants (part-time 1 pr.)	1 rain coat
2 work shirts (part-time 1 shirt)	1 winter parka
1 pr. Safety winter boots	1 pr. winter gloves
1 pr. safety footwear	

Upon completion of one (1) year of permanent employment and continuing for each full calendar year thereafter, full time employees will receive a clothing allowance of two hundred twenty five (\$225) per annum and part-time employees will receive one hundred twenty five (\$125) per annum, to be pro-rated the first year eligible, and shall be paid to each employee on the first pay in January for replacement of required items. This amount will be pro-rated for an absence of greater than sixty (60) consecutive working days in a calendar year.

Effective January 1, 2026, upon completion of one (1) year of permanent employment and continuing for each full calendar year thereafter, full time employees will be reimbursed for replacement of the above required items up to a maximum of three hundred twenty-five (\$325) per annum. Part-time employees will be reimbursed for replacement of the above required items up to two hundred and twenty-five (\$225) per annum to be prorated for the first year eligible. It is the employee's responsibility to purchase the eligible required items and submit detailed receipts outlining the items purchased, to their manager for processing for reimbursement. All such clothing and equipment shall remain the property of the Library Board.

ARTICLE 25 POSTING OF NOTICES

25.01 If the Union desires to post notices in the Library, such notice shall be first submitted to the CEO/Chief Librarian for approval. A bulletin board, **or a**

link through the Employers intranet, will be provided by the Board for notices and no notice shall be posted except on such board or **intranet link**. There will be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other kind of literature upon Board property except as herein provided.

ARTICLE 26 JOB POSTING

- 26.01** In filling vacancies or new positions within the bargaining unit, the Employer shall send all postings electronically via work email to all employees. The position shall be posted for a period of five (5) consecutive working days prior to any public advertisement for such positions, provided however that temporary appointment(s) may be made to fill vacant positions. Any employee desiring to be considered for any such position shall make application therefore by submitting a written application to the CEO/Chief Librarian on or before the date fixed in the posting. Applications from members of the bargaining unit shall be processed prior to outside applicants, who shall not be considered if there is a qualified applicant from the bargaining unit. When such postings go externally the employer shall advertise the position with the same employment criteria as posted on the internal posting.
- 26.02** All job postings shall contain a general summary of duties, rate of pay, qualifications and experience required and date for final submission of applications which date shall be not less than five (5) working days from the date of notice.
- 26.03** In the consideration of applicants, the provisions of Article 21 shall apply.
- 26.04** Copies of all job postings shall be forwarded to the unit Steward. The Board shall notify the employee and the Unit Steward of the acceptance or rejection of the employee's application within ten (10) working days of the date fixed in the posting for the final submission of applications, if an internal only posting, and within thirty (30) working days of the date fixed in the posting for the final submission of applications if an open competition unless extended by mutual agreement.
- 26.05** Position descriptions for a new position or positions requiring revisions shall be prepared by Supervisors/Managers and the CEO/Chief Librarian and approved by the Board. New positions or positions requiring review because of revisions shall be processed in compliance with the jointly approved Job Evaluation Program. Wage rates for new or revised positions shall be determined in compliance with the aforementioned joint program.
- 26.06** Filling Temporary Vacancies:

Employee(s) covering a temporary vacancy shall maintain their permanent employment classification of either full time or part time and all applicable articles of the Collective Agreement shall apply as if there were no changes to their employment status.

26.07 If any employee is promoted to a posted position, they shall be subject to a trial period of sixty (60) working days from the date of assumption of the new position. If they fail to qualify during the sixty (60) working day period or if they are dissatisfied with the position, they shall be returned to their former position with no loss of seniority as will any employee directly affected as a result of the job posting. An employee who has been promoted and who has returned to their former position during the trial period for any reason shall be prohibited from reapplying for a posted position for a period of one (1) year from the date of return to their former position. Where an employee is promoted from one job classification to another, they shall be paid the next higher rate as provided in Schedule "A".

26.08 An employee who is unable, to perform their normal duties **due to disability which is substantiated by satisfactory medical documentation**, shall be provided with suitable alternate employment, they are qualified to perform, where such exists, provided that no other employee shall thereby be deprived of their job. To facilitate the foregoing, the employer and the Union shall, as necessary, discuss the options and alternatives available. **Employees who are placed in the alternate employment shall receive the rate of pay applicable to the alternative employment and shall be placed at the step level within the new classification closest to their current step and if applicable, progress annually thereafter.**

ARTICLE 27 CORRESPONDENCE

27.01 All correspondence between the parties arising out of this agreement or incidental thereto, save and except with reference to employee grievances, shall pass to and from the CEO/Chief Librarian and the Unit Chairperson, with a copy to the General Secretary of the Union, and the Union shall notify the employer of the name of the Unit Chairperson.

ARTICLE 28 DUES DEDUCTION

28.01 The City agrees to deduct, from the pay of all employees who are covered by this agreement each pay period the duly authorized monthly Union Dues and shall remit same prior to the end of such month to the Treasurer of the Union.

The said sum shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and

the sum so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union. All new employees shall become members of the Union.

Notwithstanding the provisions of Article 2.01 of this Agreement, it is understood and agreed that the provisions of this Article shall apply to temporary or probationary full time employees following the completion of one full month of employment.

28.02 The Union indemnifies the Board from any and all claims which may be made against the Board for amounts deducted from pay in accordance with Article 28.01.

ARTICLE 29 TEMPORARY TRANSFERS

29.01 Any employee who for the convenience of the Library is temporarily transferred to another job classification in which the rate of pay is different to that in effect in such employee's regular job classification, shall be paid while so employed as follows:

- (a) If the rate of pay in the job classification to which the employee is transferred is less than the employee's regular pay, the employee shall receive their own higher rate of pay.
- (b) If the rate of pay in the job classification to which the employee is transferred is higher than the employee's regular pay, they shall receive the higher rate of pay of the job classification to which they are temporarily transferred.

Employee(s) covering the temporary vacancy shall maintain their permanent employment classification of either full time or part time and all applicable articles of the Collective Agreement shall apply as if there were no changes to their employment status.

ARTICLE 30 TECHNOLOGICAL CHANGE

30.01 The Board shall give the Union a minimum of sixty (60) days written notice, wherever possible, before the introduction of any technological change **or procedure** which will have an adverse effect on employees wages or health and safety.

The Union shall be given an opportunity to make a written submission to the Board within thirty (30) days of their receipt of the written notice, or such longer period as may be mutually agreed to by the parties, outlining any concerns the Union may have. If the Board does not agree with the concerns raised in the Union's written submission, a meeting shall be held within thirty (30) days to fully discuss the issues.

Technological changes shall not be introduced until the time frame for the above steps has expired.

In the event that the Board should introduce new equipment which requires new or greater skills than are presently possessed by affected employees, said employees shall be given the first opportunity to upgrade themselves through approved study courses or training. The employer shall pay the cost of any approved courses or training.

When the employer requires employees to attend in-house training sessions outside of normal working hours, the time spent in such sessions shall be considered as time worked but will not result in overtime premiums being paid.

Employees who are displaced **or redeployed** from their existing group through technological change to a lower group, shall be "red circled" in the lower group until the rate for the new group reaches the "red circled" rate. Employees who obtain a job in a higher group through technological change shall receive the rate of the new group.

ARTICLE 31 GENERAL

31.01 The employer shall advise the Union of any employment training programs in which the Library will participate prior to commencement of the program and will accept input from the Union on the proposed programs. Under no circumstances shall such programs be utilized to reduce the size of the bargaining unit.

31.02 All letters are to be appended to and form part of the Collective Agreement and be subject to the grievance and arbitration procedure.

31.03 When a replacement is needed to fill a vacancy resulting from sick leave or other leaves of absences, the following call procedure shall be initiated based on seniority.

Part time employees whose job description permits them to perform the tasks required to fill the vacancy.

Where no part-time employees are available, qualified full-time employees may be called to fill the vacancy where it's operational feasible.

ARTICLE 32 PAY EQUITY MAINTENANCE

32.01 The parties recognize that Pay Equity Maintenance must remain current and equitable. Therefore, the parties agree to meet during the life of this agreement to achieve Pay Equity Maintenance.

ARTICLE 33 MERGER OR AMALGAMATION

33.01 In the event the Library merges or amalgamates with any other body, the Library undertakes to ensure that the parties agree to abide by any/or all applicable legislation in effect at the time of a merger or amalgamation.

In addition, in the event the Library Board participates in or is involved in any process which may lead to the possibility of amalgamation, consolidation or merger of the Library or all or part of any department of the Library with any entity, or a transfer, disposition, privatization or joint venture in respect of all or part of the Library, the Employer shall when practical, consult with the Union providing full disclosure of such plans forthwith, including but not limited to issues dealing with seniority, service and benefits.

ARTICLE 34 DURATION

34.01 This agreement shall become effective as of January 1, 2025 and shall remain in full force and effect until the 31st day of December, 2028 and from year to year thereafter unless notice of intention to terminate or amend this agreement is given by either party not more than ninety (90) days nor less than thirty (30) days before the termination of the said agreement.

34.02 It is understood that where the existing agreement has been changed or altered following negotiations between the parties, such changes or alterations as agreed upon shall take effect upon ratification of the Memorandum of Agreement by both parties, with the exception of wages which shall be effective January 1, 2025 for all employees on staff at date of ratification by both parties.

34.03 Notwithstanding the foregoing, it is agreed that employees who have retired on pension since December 31, 2024 shall receive the effect of any salary increase up to their retirement date.

NOW THEREFORE the parties have executed this Agreement by their respective authorized signing officers.

Executed this 2nd day of October, 2025

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 841.2
affiliated with the Canadian Labour Congress.


Cindy Cookson (2025-10-02 09:41:58 EDT)



Tammy Burston (2025-10-02 17:18:29 EDT)



Jonathan Mitchell


Matthew Alloway (2025-10-02 08:57:53 EDT)

Executed this 02 day of October, 2025

ST. THOMAS PUBLIC LIBRARY BOARD


Heather Robinson


M. Paulas


Sam D'U...

SCHEDULE 'A'

January 1, 2025

FULL TIME EMPLOYEES							
			START				MAX
GROUP	POSITION TITLE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
			80%	85%	90%	95%	100%
1	ACQUISITIONS TECHNICIAN		21.87	23.24	24.61	25.97	27.34
		(1820)	39,803	42,297	44,790	47,265	49,759
2			22.90	24.34	25.77	27.20	28.63
		(1820)	41,678	44,299	46,901	49,504	52,107
3	MAINTENANCE WORKER		23.90	25.40	26.89	28.39	29.88
		(1820)	43,498	46,228	48,940	51,670	54,382
4			25.32	26.90	28.49	30.07	31.65
		(1820)	46,082	48,958	51,852	54,727	57,603
5	TEAM LEADER, CUSTOMER CARE		25.96	27.58	29.21	30.83	32.45
		(1820)	47,247	50,196	53,162	56,111	59,059
6	GRANDPARENTED - TEAM LEADER, CUSTOMER CARE		27.00	28.69	30.38	32.06	33.75
6	LIBRARY ASSISTANT	(1820)	49,140	52,216	55,292	58,349	61,425
7	COLLECTIONS ENGAGEMENT COORDINATOR		28.02	29.77	31.52	33.27	35.02
	LIBRARY SERVICES COORDINATOR	(1820)	50,996	54,181	57,366	60,551	63,736
8	COMMUNICATIONS AND DONOR RELATIONS COORDINATOR		29.40	31.24	33.08	34.91	36.75
8	IT COORDINATOR	(1820)	53,508	56,857	60,206	63,536	66,885
9			30.78	32.70	34.62	36.55	38.47

		(1820)	56,020	59,514	63,008	66,521	70,015
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SCHEDULE 'A'

January 1, 2025

PART TIME EMPLOYEES						
		START				MAX
GROUP	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	IT ASSISTANT	21.87	23.24	24.61	25.97	27.34
	CARETAKER					
2		22.90	24.34	25.77	27.20	28.63
3	CIRCULATION SUPPORT	23.90	25.40	26.89	28.39	29.88
	GRANDPARENTED - CARE					
	TAKER					
4		25.32	26.90	28.49	30.07	31.65
5		25.96	27.58	29.21	30.83	32.45
6	LIBRARY ASSISTANT	27.00	28.69	30.38	32.06	33.75
7		28.02	29.77	31.52	33.27	35.02
8		29.40	31.24	33.08	34.91	36.75

SCHEDULE 'A'

January 1, 2026

FULL TIME EMPLOYEES							
GROUP	POSITION TITLE	HOURS	START				MAX
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
			80%	85%	90%	95%	100%
1			22.70	24.11	25.53	26.95	28.37
		(1820)	41,314	43,880	46,465	49,049	51,633
2			23.76	25.25	26.73	28.22	29.7
		(1820)	43,243	45,955	48,649	51,360	54,054
3	MAINTENANCE WORKER		24.80	26.35	27.90	29.45	31.00
		(1820)	45,136	47,957	50,778	53,599	56,420
4			26.27	27.91	29.56	31.20	32.84
		(1820)	47,811	50,796	53,799	56,784	59,769
5	TEAM LEADER, CUSTOMER CARE		26.94	28.62	30.30	31.99	33.67
		(1820)	49,031	52,088	55,146	58,222	61,279
6	GRANDPARENTED - TEAM LEADER, CUSTOMER CARE		28.02	29.77	31.52	33.27	35.02
6	LIBRARY ASSISTANT	(1820)	50,996	54,181	57,366	60,551	63,736
7	COLLECTIONS ENGAGEMENT COORDINATOR		29.06	30.88	32.70	34.51	36.33
	LIBRARY SERVICES COORDINATOR	(1820)	52,889	56,202	59,514	62,808	66,121
8	COMMUNICATIONS AND DONOR RELATIONS COORDINATOR		30.50	32.41	34.32	36.22	38.13
8	IT COORDINATOR	(1820)	55,510	58,986	62,462	65,920	69,397

9			31.93	33.92	35.92	37.91	39.91
		(1820)	58,113	61,734	65,374	68,996	72,636

SCHEDULE 'A'

January 1, 2026

PART TIME EMPLOYEES						
		START				MAX
GROUP	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	IT ASSISTANT	22.70	24.11	25.53	26.95	28.37
	CARETAKER					
2		23.76	25.25	26.73	28.22	29.70
3	CIRCULATION SUPPORT	24.80	26.35	27.90	29.45	31.00
	GRANDPARENTED - CARE					
	TAKER					
4		26.27	27.91	29.56	31.20	32.84
5		26.94	28.62	30.30	31.99	33.67
6	LIBRARY ASSISTANT	28.02	29.77	31.52	33.27	35.02
7		29.06	30.88	32.70	34.51	36.33
8		30.50	32.41	34.32	36.22	38.13

SCHEDULE 'A'

January 1, 2027

FULL TIME EMPLOYEES							
GROUP	POSITION TITLE	HOURS	START				MAX
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
			80%	85%	90%	95%	100%
1			23.49	24.96	26.42	27.89	29.36
		(1820)	42,752	45,427	48,084	50,760	53,435
2			24.59	26.13	27.67	29.20	30.74
		(1820)	44,754	47,557	50,359	53,144	55,947
3	MAINTENANCE WORKER		25.67	27.28	28.88	30.49	32.09
		(1820)	46,719	49,650	52,562	55,492	58,404
4			27.19	28.89	30.59	32.29	33.99
		(1820)	49,486	52,580	55,674	58,768	61,862
5	TEAM LEADER, CUSTOMER CARE		27.88	29.62	31.37	33.11	34.85
		(1820)	50,742	53,908	57,093	60,260	63,427
6	GRANDPARENTED - TEAM LEADER, CUSTOMER CARE		29.00	30.81	32.63	34.44	36.25
6	LIBRARY ASSISTANT	(1820)	52,780	56,074	59,387	62,681	65,975
7	COLLECTIONS ENGAGEMENT COORDINATOR		30.08	31.96	33.84	35.72	37.60
7	LIBRARY SERVICES COORDINATOR	(1820)	54,746	58,167	61,589	65,010	68,432
8	COMMUNICATIONS AND DONOR RELATIONS COORDINATOR		31.57	33.54	35.51	37.49	39.46
8	IT COORDINATOR	(1820)	57,457	61,043	64,628	68,232	71,817

9			33.05	35.11	37.18	39.24	41.31
		(1820)	60,151	63,900	67,668	71,417	75,184

SCHEDULE 'A'

January 1, 2027

PART TIME EMPLOYEES						
		START				MAX
GROUP	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	IT ASSISTANT CARETAKER	23.49	24.96	26.42	27.89	29.36
2		24.59	26.13	27.67	29.20	30.74
3	CIRCULATION SUPPORT GRANDPARENTED - CARE TAKER	25.67	27.28	28.88	30.49	32.09
4		27.19	28.89	30.59	32.29	33.99
5		27.88	29.62	31.37	33.11	34.85
6	LIBRARY ASSISTANT	29.00	30.81	32.63	34.44	36.25
7		30.08	31.96	33.84	35.72	37.6
8		31.57	33.54	35.51	37.49	39.46

SCHEDULE 'A'

January 1, 2028

FULL TIME EMPLOYEES							
			START				MAX
GROUP	POSITION TITLE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
			80%	85%	90%	95%	100%
1			24.25	25.76	27.28	28.79	30.31
		(1820)	44,135	46,883	49,650	52,398	55,164
2			25.39	26.98	28.57	30.15	31.74
		(1820)	46,210	49,104	51,997	54,873	57,767
3	MAINTENANCE WORKER		26.50	28.16	29.82	31.47	33.13
		(1820)	48,230	51,251	54,272	57,275	60,297
4			28.07	29.83	31.58	33.34	35.09
		(1820)	51,087	54,291	57,476	60,679	63,864
5	TEAM LEADER, CUSTOMER CARE		28.78	30.58	32.38	34.18	35.98
		(1820)	52,380	55,656	58,932	62,208	65,484
6	GRANDPARENTED - TEAM LEADER, CUSTOMER CARE		29.94	31.82	33.69	35.56	37.43
6	LIBRARY ASSISTANT	(1820)	54,491	57,912	61,316	64,719	68,123
7	COLLECTIONS ENGAGEMENT COORDINATOR		31.06	33.00	34.94	36.88	38.82
7	LIBRARY SERVICES COORDINATOR	(1820)	56,529	60,060	63,591	67,122	70,652
8	COMMUNICATIONS AND DONOR RELATIONS COORDINATOR		32.59	34.63	36.67	38.70	40.74
8	IT COORDINATOR	(1820)	59,314	63,027	66,739	70,434	74,147
9			34.12	36.25	38.39	40.52	42.65
		(1820)	62,098	65,975	69,870	73,746	77,623

SCHEDULE 'A'

January 1, 2028

PART TIME EMPLOYEES						
		START				MAX
GROUP	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	IT ASSISTANT	24.25	25.76	27.28	28.79	30.31
	CARETAKER					
2		25.39	26.98	28.57	30.15	31.74
3	CIRCULATION SUPPORT	26.50	28.16	29.82	31.47	33.13
	GRANDPARENTED - CARE					
	TAKER					
4		28.07	29.83	31.58	33.34	35.09
5		28.78	30.58	32.38	34.18	35.98
6	LIBRARY ASSISTANT	29.94	31.82	33.69	35.56	37.43
7		31.06	33.00	34.94	36.88	38.82
8		32.59	34.63	36.67	38.70	40.74