

COLLECTIVE AGREEMENT

BETWEEN

THE CLARINGTON LIBRARY MUSEUMS & ARCHIVES
(hereinafter referred to as “the Employer”)



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 74-00
(hereinafter referred to as “the Union”)

EFFECTIVE JANUARY 1, 2021 TO DECEMBER 31, 2024

PURPOSE:

The purpose of this agreement is to:

- 1) provide orderly collective bargaining relations between the Employer and its employees represented by the Union.
- 2) provide for the prompt and fair disposition of grievances.
- 3) provide rates of pay, hours and working conditions for the employees consistent with the maintenance of an efficient library and museum service to the public.
- 4) promote harmonious relations between the Employer and its' employees represented by the Union.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Compilation of both agreements but laid out in a clear language way.

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to provide orderly collective bargaining relations between the Employer and its employees represented by the Union; to provide for the prompt and fair disposition of grievances; to provide rates of pay, hours and working conditions for the employees consistent with the maintenance of an efficient service to the public; and to promote harmonious relations between the Employer and its employees represented by the Union.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 This Agreement shall apply to all employees of the Clarington Public Library Board save and except all non-affiliated positions as referenced in the prevailing non-affiliated grid, as may be amended from time to time, and save and except all pages, and students employed temporarily.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- 2.03 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 2.04 (a) "Full-time employees" shall mean those employees regularly working an average of seventy (70) or more hours over a two (2) week pay period.
- (b) "Regular Part-time employees" shall mean those employees regularly working an average of between thirty-two (32) hours and sixty (60) hours over a two (2) week pay period.

Regular Part-time Employees - Articles Not Applicable

Regular Part-time employees shall be covered by the terms of the Agreement except for the following Articles:

Article# 22.06	Paid Holiday-Full-time Employees
Article# 23.01	Hours of Work-Full-time Employees
Article# 24.0	Fringe Benefits (24.01-24.09 inclusive) With the exception of Article 24.04 OMERS pension and employees listed in Appendix A. Regular Part-time Employees are not entitled to Fringe Benefits.

- (c) "Occasional part-time employees" shall mean those employees regularly working less than an average of thirty-two (32) hours over a two (2) week pay period.

Occasional Part-time Employees - Articles Not Applicable

Occasional Part-time employees shall be covered by the terms of the Agreement except for the following Articles:

Article #12.01	Seniority
Article# 12.02	Seniority List
Article# 14.00	Loss of Seniority
Article# 15.00	Seniority Applied to Layoffs and Recalls
Article# 16.01	Job Posting-New Jobs or Vacancies

Article# 16.04	Job Posting-Promotions and/or Transfers
Article# 19.05	Leave of Absence-Benefit Coverage
Article# 19.08	Leave of Absence-Paternity Leave
Article# 21.01	Bereavement
Article# 22.04	Paid Holidays-Limited-no Sick Leave Provisions Sick leave provisions do not cover an occasional employee absent because of sickness on either of the qualifying days
Article# 22.06	Paid Holidays Full-time Employees - Pay-In-Lieu
Article# 22.07	Paid Holidays Part-time Employees - Pay-In-Lieu
Article# 22.08	Paid Holidays-Christmas Eve/New Year's Eve Day
Article# 23.01	Hours of Work and Overtime - Full-time
Article# 23.02	Hours of Work and Overtime - Regular Part-time
Article# 24.00	Fringe Benefits (24.01-24.09 inclusive)-With the exception of Article 24.04 related to OMERS pension.
Article# 25.00	Sick Leave (Short Term)
Article# 29.00	Vacations-Exception Article 29.06 will apply to occasional Part-time employees.

- 2.05 (a) Volunteers may perform duties, act independently or under the direction of staff. For example, reading buddies, math buddies, tax clinic volunteers, landscaping, gardening, horticulture, community partners and/or guest lecturing in an area of expertise. At no time shall a volunteer be used in lieu of a regular or occasional employee and no regular or occasional employee shall lose straight time and/or overtime due to the utilization of a volunteer.
- (b) No regular Full-time, regular Part-time or occasional Part-time employee will be laid off, as a result of the utilization of volunteers.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and to make, alter and enforce from time to time reasonable rules;
 - (b) hire, promote, demote, transfer, reclassify, discipline or suspend employees, to discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, decide on the number of employees needed in any classification, establish job classifications, determine location of offices, the schedules of operation, the assignment of work, methods, processes and means of operating and the extension, curtailment and cessation of operations.
- 3.02 The Employer agrees that these functions shall be executed in a manner consistent with the express terms of the Agreement and subject to the right of the employee to lodge a grievance as set out herein.

ARTICLE 4 - TEMPORARY EMPLOYEES

- 4.01 (a) The Employer may hire personnel on a temporary or casual basis for special projects, of a non-recurring nature, for participation in professional training programs, during periods of heavy workload, extended absences or in the case of emergency for a period of not more than, eight (8) months, or such greater periods as may be agreed to by the parties, and such personnel shall not thereby become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay and for the following Articles:

Article 3.0 Management Rights
Article 5.02 Union Dues

- (b) Any temporary employee hired as a result of any leave of absence, including sick leaves and ESA approved leaves, shall be considered a temporary employee for the entire term of the leave of absence. This includes combined leaves and any approved extensions by the initial employee creating the temporary leave.

- 4.02 The Employer may hire temporary or casual personnel pursuant to the provisions of Article 4.01 to replace permanent employees absent due to illness, accident, vacation or leave of absence. The term of temporary employees hired under Article 4.02, as opposed to Article 4.01, shall not exceed the illness, accident, vacation or leave of absence and such employees shall be covered by Article 23. In the event the Employer wishes to extend a temporary or casual worker beyond the timelines in Article 4.01 they will get advanced agreement from the Union.

- 4.03 A temporary employee who remains employed for longer than the periods in 4.01 and 4.02 without prior written approval of the Union, or who is accepted by the Employer for a regular position shall cease to be considered a temporary employee. Should this happen, continuous service since last day of hire as a temporary employee shall be included in the computation of the employee's probation period and shall be used in calculating seniority under this Agreement and in calculating their service for the purposes of the salary schedule.

- 4.04 No temporary employee shall be hired when any qualified regular employee is on layoff and the hiring of a temporary employee under Article 4.01 and 4.02 shall not cause the layoff of an employee in the bargaining unit.

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer agrees that all present employees covered by this Agreement and new Union employees except during their probationary period shall as a condition of employment become and remain members of the Union in good standing.

5.02 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees who have attained seniority and who are covered by this Agreement, Union dues in the amount certified by the Union to the Employer to be currently in effect according to the Union constitution, and shall remit same prior to the following month to the Secretary-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.

The Employer will report or enter, on all bargaining unit employees' T-4 slips, the amount of Union dues deducted from their pay during the calendar year.

The Employer shall be notified in writing at least thirty (30) calendar days prior to any required changes in Union dues.

5.03 The Union shall indemnify and save harmless the Employer with respect to all claims and demands against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

ARTICLE 6 - REPRESENTATION

6.01 The Union shall appoint or otherwise select a Union Committee composed of the Union President and three (3) employees, two (2) Library and one (1) Museum classification, who have attained seniority. The Employer will recognize and deal with the said Committee with respect to any matter which may arise from time to time during the term of the Agreement. The union may elect a separate committee to deal with the negotiating of a new collective agreement, where the Union does not elect a separate committee, this Union committee will be recognized as the bargaining committee.

6.02 The Union shall advise the Employer, annually or within two (2) weeks of a change, of the personnel serving on this Committee.

6.03 (a) The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining the permission of the Chief Executive Officer, and on the completion of such duties shall report back to them, or to any job to which they have previously directed them, and give any reasonable explanation which may be requested with respect to their absence. Such permission shall not be withheld unreasonably.

(b) Employees selected to the Union Committee shall suffer no loss of regular straight time pay as the result of time spent on direct negotiations or the handling of grievances between the parties during the employee's regularly scheduled working hours up to but not including mediation or arbitration in the case of a grievance.

(c) Whenever possible, members of the Union Committee will be allowed to alter their work schedule to accommodate negotiation meetings.

- (d) The Employer shall allow the Union Local President, if a member of the Bargaining Unit, one-half (½) hour per day to deal with Union business. The time shall be scheduled by the Employer, exclusive of the lunch period.

6.04 All correspondence between the parties arising out of this Agreement or incidental thereto shall be addressed, except where specifically provided to the contrary, as follows:

To the Employer: Chief Executive Officer
Clarington Public Library Board
163 Church Street, Bowmanville, ON L1C 1T7

To the Union: To the contact person of the Union Committee as selected from time to time and communicated to the Employer in writing, annually or within two (2) weeks of a change

6.05 The Employer agrees that a Union Committee person employed within this bargaining unit will be given the opportunity to meet each newly hired employee for the purpose of advising such employee of his rights and obligations under the terms of this Agreement.

Such meeting may take place on the Employer's premises at a time and location mutually agreeable to the Employer and Union during regular office hours and shall not exceed thirty (30) minutes.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Union agrees there shall be no strike during the term of this Agreement and the Employer agrees there shall be no lockout during the term of this Agreement.

7.02 The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 8 – NO DISCRIMINATION

8.01 The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee because of the employee's membership or non-membership in the Union.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

9.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss their complaint with their immediate supervisor outside the bargaining unit. Such employee may be accompanied by their steward, if they desire. The Supervisor may be accompanied by another representative, if they so desire. Such a complaint shall be brought to the attention of the above-mentioned supervisor within ten (10) working days of the incident giving rise to the complaint. The above-mentioned supervisor shall state their decision verbally within five (5) working days of receiving the complaint.

Step 1

Should the employee be dissatisfied with the supervisor's disposition of the complaint, and if the complaint is related to the interpretation, application, and administration or alleged violation of this Agreement, they may, with the assistance of their steward, refer such matter on a written grievance form supplied by the Union. The written grievance shall be submitted to the supervisor within five (5) working days of the verbal response. Such grievance shall contain a brief statement of facts and indicate the relief sought. The supervisor shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step 2

Should the employee be dissatisfied with the supervisor's disposition of the grievance at Step 1, the grievance may be referred to the Chief Executive Officer or their designate within five (5) working days of the supervisor's response. The Chief Executive Officer or their designate shall answer the grievance in writing within five (5) working days. If the grievance is not settled at Step 2, it may be referred to arbitration as hereinafter provided.

- 9.03 The Union or the Employer may initiate a policy grievance beginning at Step 2 of the grievance procedure. A policy grievance shall be defined as a grievance by one of the parties to the Agreement arising out of the interpretation, administration or alleged violation of any of the express terms of this Agreement but excluding subject matter which can be presented by an employee as in an individual grievance. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1.
- 9.04 Any grievance concerning or affecting a group of employees shall be originated under Step 2 of the grievance procedure.
- 9.05 Any time limit for filing of a grievance must be followed, but may be extended by mutual written consent. Failure by any party to file within the time specified will deem the grievance abandoned. For the purposes of this Article, the term "working days" excludes Saturdays, Sundays and paid holidays.

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES

- 10.01 An employee, with acquired seniority under this agreement, who is discharged or suspended may file a grievance at Step 2 of the grievance procedure within ten (10) calendar days after such discharge or suspension.
- 10.02 A steward shall be present, unless the employee wishes otherwise, at any meeting between an employee and the Employer for the purpose of imposing a written warning, suspension or discharge.
- 10.03 Any written discipline shall be removed from an employee's record after a period of twenty-four (24) months from its issuance provided that the employee has had no further written discipline imposed in such twenty-four (24) month period.

ARTICLE 11 - ARBITRATION

- 11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either party may after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration, within ten (10) calendar days of the receipt of the reply under Step 2.
- Both parties shall endeavour to select an impartial arbitrator. If they fail to agree upon such arbitrator within ten (10) days of the receipt of the aforementioned written notice by the party to whom it is addressed, either party may then request the Minister of Labour appoint an arbitrator.
- 11.02 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 Both parties shall each pay one-half (½) of the fees and disbursements of the Arbitrator.
- 11.05 The Arbitrator and/or Arbitrator Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be used in determining preference or priority for demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.
- 12.02 A seniority list will be established for all employees covered by this Agreement and who have completed their probationary periods, based upon each employee's last date of hire. It is agreed that such seniority list shall be revised and posted in June of each year and a copy filed with the Union. This will include the names of the employees, their classifications, and their respective dates of hire. For the purpose of clarity, seniority is on a unit wide basis.
- For the purpose of clarity, seniority is on a bargaining unit wide basis. Seniority will continue to accumulate during periods of approved paid leaves and leaves as governed by the Employment Standards Act.
- 12.03 By January 31st of each calendar year, the Employer shall provide the Union a list of all Union members, their job classification, home address and telephone number and email.

ARTICLE 13 - PROBATIONARY PERIOD

- 13.01 (a) New Full-time employees hired shall be on probation for a period of six (6) calendar months or nine hundred and ten (910) hours worked, whichever is less. Time will be extended for any approved absence during this period.
- (b) New Part-time employees hired shall be on probation for six (6) months or four hundred and fifty-five (455) hours worked, whichever is less. Time will be extended for any approved absence during this period.
- (c) During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time for reasons, including unsuitability, deemed or considered by the Employer to be cause for termination. They shall not be subject to the terms of this Agreement except for the wage rate classification.
- 13.02 (a) Upon successful completion of the probationary period, an employee's name shall be placed on the seniority list in their classification in accordance with Schedule A and the employee's seniority shall date back to the employee's last date of hire.
- (b) There shall be no grid movement or benefits awarded during the probation period.
- 13.03 The probationary employee shall be allowed to apply for job postings during the probationary period but, if successful, the candidate, shall not be moved into the new position until the end of the probationary period unless the Parties mutually agree otherwise.
- If the move is approved:
- (a) the remainder of the probation term will be served in the new position with an equivalency calculation for time served moving between classifications.
- (b) probationary employees promoted to new positions shall serve a three (3) month probationary period and will not result in any impact to seniority.

ARTICLE 14 - LOSS OF SENIORITY

- 14.01 Seniority rights shall terminate upon voluntary termination of employment, retirement, and discharge without reinstatement through the grievance or arbitration procedures or upon application of the provisions set out in Article 14.02.
- 14.02 The parties agree that just cause for termination is intended to include termination of employment in the following circumstances and seniority rights shall cease and employment shall be deemed terminated for the following reasons:
- (a) a quit or resignation from employment;
- (b) retirement;
- (c) discharge for just cause and not reinstated;
- (d) layoffs for a continuous period of more than twelve (12) months;
- (e) layoff and failure to return to work within five (5) calendar days after the employee has been notified to do so by the Employer through registered mail addressed to the last

address on record with the Employer. The Employer may extend the five (5) day period under extenuating circumstances;

- (f) using a leave of absence for reasons other than that for which it is granted, or exceeding the duration of an approved leave of absence;
- (g) failure to provide reasonable notice to the Employer that is acceptable to the Employer, of absence from work and in excess of five (5) consecutive days;
- (h) during layoff, fails to keep the Employer informed of the employee's home address and telephone number;
- (i) absence of twenty-four (24) months or longer (including LTD) will result in loss of seniority. The employment contract will be deemed frustrated and hence at an end.

14.03 If an employee is or has been a member of the bargaining unit and is transferred to a position outside this Agreement, and accordingly is not subject to the provisions of this Agreement, they shall retain his previous seniority. If transferred back to a position subject to the provisions of this Agreement, they shall carry their accumulated seniority with them.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 A layoff shall be based upon seniority and shall be done by reverse order of seniority within recognized job classifications within the Bargaining Unit, provided that the remaining employees have the skill, ability and qualifications to perform the required work. Upon receiving notice of layoff, an employee shall have the following options:

- (a) bump a more junior employee in the same or lower paid classification provided the employee exercising their right has the skill, ability, and qualifications to perform the required work; or
- (b) accept the layoff and go on the recall list.

When recalling employees who have been laid off, the recall will also be made on the basis of seniority within the job classification provided that the employee to be recalled has the skill, ability and qualifications to perform the required work.

15.02 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off prior to the effective date of the layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for days for which work was not available if they would have been scheduled to work on those days.

15.03 The Employer shall notify any regular Full-time, regular Part-time, or occasional Part-time active employees who have worked within the prior ninety (90) days, who are to be laid off ten (10) working days, if possible, prior to the effective date of the layoff. If the employee has not had the opportunity to work in the prior ninety (90) days, the days as provided in this Article, there is no obligation for layoff or recall rights.

All employees shall notify the Employer in writing as soon as possible of a change of address or telephone number.

ARTICLE 16 - JOB POSTING

- 16.01 (a) Posting Timeframe: In the event new jobs are created or vacancies occur within the bargaining unit, the Employer will post such new jobs or vacancies for a period of seven (7) calendar days before new employees are hired in order to allow employees with seniority to apply in writing.
- (b) Advertise: The Employer may advertise new jobs internally and externally.
- (c) Interview: The successful candidate will be selected from all applicants based on defined interview assessments and proven ability and highest overall score. The Employer further agrees that there will be no applicants offered employment until all internal applicants have been advised that they do not match the required criteria for the job.
- 16.02 At the time of posting under 16.01, an occasional Part-time employee may apply and if a regular Part-time or Full-time employee does not fill the position the employer will then consider the occasional Part-time applications in light of their skill, ability, experience and length of service before hiring outside. Failure to place the occasional Part-time employee in the job applied for may not be the subject matter of a grievance or arbitration.
- 16.03 (a) The Employer shall notify the Union Committee of the appointment of the successful applicant within fifteen (15) calendar days of the filling of the position.
- (b) The union agrees to the staffing announcement, notifying all staff of a successful candidate, as an acceptable method of notification.
- 16.04 Promotions and/or transfers within the bargaining unit will be based primarily on the skill, ability, experience and qualifications of the employees concerned. In the event two or more employees apply, and the Employer determines they have relatively equal standing based on the above factors, seniority shall govern.
- 16.05 The successful applicant to a job posting shall be subject to a trial period of thirty (30) days worked. During that time, the successful applicant or the Employer may elect to return them to the classification from whence they came. In such an event, any and all subsequent placements would be returned to their prior classifications.
- 16.06 In the event that a temporary Full-time position is posted, and the successful applicant is a regular Part-time employee, the employee may elect to return to the classification (or position) held prior to the temporary Full-time placement upon completion of the terms of employment, providing it was an established, recognizable position within the bargaining unit. This will not include temporary positions and/or positions partially funded by grants. In the event that the regular Part-time position is no longer established, the employee will exercise their rights under Article 15 Layoffs and Recalls.
- 16.07 An employee, including a probationary employee successful in a job posting application shall not be permitted to re-apply to any subsequent job posting for a period of six (6) calendar months from the effective date of the appointment unless approval is obtained from the Chief Executive Officer or their designate.

An employee successful to a temporary vacancy shall not be permitted to fill any subsequent temporary vacancy that may arise during his/her initial temporary vacancy appointment

unless approval is obtained from the Chief Executive Officer or their designate. In the event the initial term is extended an employee may apply for another job posting during their extended term.

- 16.08
- (a) It is expressly understood that management reserves the right to deny an employee promotion or transfer to a position where such promotion or transfer would result in that employee being directly supervised by an immediate family member.
 - (b) The term "immediate family" in this clause shall be defined including step-relative relationships, to include parent, partner, child, sibling, sibling (formerly aunt and uncle), grandparent or grandchild.

ARTICLE 17 - BULLETIN BOARDS

- 17.01 The Union shall have the use of a bulletin area in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer. Such notices must be approved by the Employer prior to being posted.

ARTICLE 18 - SAFETY AND HEALTH

- 18.01 The Employer and the Union agree to the establishment of a joint occupational health and safety committee pursuant to the terms and conditions of the Occupational Health and Safety Act.
- 18.02 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their regular salary. Such payments shall be charged against and be limited to the amount of accrued sick leave credits.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 An employee on an approved leave of absence is not exempt from layoff provisions.
- (a) The Employer may grant a leave of absence without pay or without loss for their then accumulated seniority or occupational classification, to any employee requesting such leave for a good and sufficient cause, provided that the employee has exhausted current vacation entitlements and that such leave does not impact upon the provision of quality public service.
 - (b) Any leave of absence granted by the Employer shall be in writing and shall set out the length and purpose of the leave. The entire leave of absence may not exceed twenty-four (24) months.
 - (c) This request is to be made thirty (30) calendar days in advance if possible and a reply will be given within ten (10) calendar days.

19.02 Leave of Absence Officer of Union

- (a) The Employer shall grant a leave of absence for a maximum of one (1) year to any one employee who requests such a leave by reason of their election or appointment as an officer of the Union without pay and without loss of their then accumulated seniority or occupational classification. The Employer may grant an extension of one (1) year on such leave upon the application of the employee.
- (b) The Employer to keep the employee whole. The Employer will continue to pay regular wages, subject to an employee on an unpaid leave, as long as the Union reimburses the Employer for all mandatory employer payroll contributions and deductions within thirty (30) days.

19.03 Leave of Absence- Union Conventions, Meetings, Seminars and Schools

- (a) Leave of absence, without pay, for attendance at Union conventions, meetings, seminars and schools will be granted to not more than three (3) employees at a time for a period not to exceed a total of twenty-five (25) working days in any one year, provided that it does not interfere with the efficient operation of the Employer. Where possible the employee shall give the Employer fourteen (14) calendar days written notice.
- (b) The Employer to keep the employee whole. The Employer will continue to pay regular wages, subject to an employee on an unpaid leave, as long as the Union reimburses the Employer for all mandatory employer payroll contributions and deductions, where applicable.

19.04 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

19.05 The employee's benefit coverage (where applicable in Appendix A) except for short-term disability and long-term disability will continue for unpaid personal leaves of absences up to thirty (30) calendar days and thereafter the employee shall be responsible for the maintenance of any benefit coverage.

19.06 Leave of Absence Pregnancy and/or Parental Leave

An employee who is entitled to pregnancy leave is required to give the Employer four (4) weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery unless circumstances do not allow.

19.07 Leave of Absence- Adoption of a Child

The Employer shall grant a leave of absence without pay to an employee who has adopted a child. The employee will provide the Employer with notice of being accepted as an adoptive parent candidate and will provide notice of the adoption leave date as far in advance as possible.

19.08 Leave of Absence- Paternity Leave

An employee will be entitled to one (1) full day's leave of absence without loss of pay for the purpose of being in attendance at the day of the birth of their child, or the day immediately

following the birth of their child provided these are regularly scheduled shifts for the employee.

ARTICLE 20 - JURY DUTY

- 20.01 (a) An employee who is selected for service as a juror or is subpoenaed to appear in court as a witness related to their work, all time shall be considered work time.
- (b) The employee will be compensated for the loss of pay from their regularly scheduled hours due to jury service or appearance in court. Such compensation will be based on the regularly scheduled hours at the regular straight time hourly rate less the fee received for services as a juror or a witness.

ARTICLE 21 - BEREAVEMENT

- 21.01 An employee shall be granted time-off for bereavement leave, upon notification to the Supervisor or designate prior to the leave without loss of pay according to the schedule below, following the date of death, for attendance at, or arranging for the funeral of the following current relatives:
- an employee's spouse, common-law partner, parent, sibling, child, step-parent, step-child, up to five (5) consecutive working days.
 - an employee's parent-in-law, grandparent, partner's grandparent, child-in-law, sibling-in-law, or grandchild, up to three (3) consecutive working days.
 - one (1) additional day for a family member not listed above or a friend per year.
 - The Employer reserves the right to request reasonable verification of the bereavement. The one (1) additional day may be taken in one half ($\frac{1}{2}$) day increments, where coverage can be arranged without incurring additional cost to the Employer.
 - There will be no loss of vacation credits where the bereavement leave is required during the employee's vacation period.
- 21.02 An employee may be granted by the Chief Executive Officer or designate up to two (2) days travelling time, without pay, in order to allow the employee to attend a family funeral that is held at a distant location. The Employer reserves the right to request reasonable verification of the bereavement and to determine if the distance to be travelled is reasonable.

ARTICLE 22 - PAID HOLIDAYS

- 22.01 The following paid holidays are recognized by the Employer as Statutory Holidays:

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

Any other holiday proclaimed by the Provincial or Federal Governments.

- (a) Full-time employees shall receive one (1) paid day in observance of the recognized paid holiday, provided they complete their regularly scheduled hours of work the day before and after the holiday, unless mutually agreed. It is understood that scheduled shifts that fall on a paid holiday will be recognized as a lieu day and will be applied in accordance to Article 22.06.
- (b) Part-time employees shall receive holiday pay calculated pursuant to the Employment Standards Act. S.O. 2000, provided they complete their regularly scheduled hours of work the day before and after the holiday, unless mutually agreed.

22.02 Floating Holiday

In each calendar year, one (1) paid floating holiday, in lieu of Remembrance Day, will be granted to each employee, to be scheduled upon advance request with the supervisor's consent. The floater cannot be taken until after six (6) months of employment by a new employee. An unused floating holiday may not be carried over into the following calendar year.

22.03 Closures

The operations of the Employer will be closed on Easter Sunday. No shifts will be scheduled on Easter Sunday and Easter Sunday does not qualify for purposes of Articles 22.01, 22.06 and 22.07.

- 22.04 An employee will be eligible to receive pay for the above paid holidays if they are not on an unpaid personal leave of absence, Workplace Safety and Insurance Board benefits absence or layoff. Sick leave provisions will cover a Full-time and regular Part-time employee absent because of sickness on either of the qualifying days.

To be eligible for holiday pay an employee must work their full scheduled shift immediately preceding and immediately following the holiday. If absent on either or both of the qualifying working shifts the employer may request a physician's certificate for holiday pay to be made and the employer will cover the cost of physicians note.

- 22.05 If an employee works on any of the said holidays, they shall be paid for all hours worked on the holiday at double their regular straight-time hourly rate of pay in addition to their holiday pay as herein provided for.

- 22.06 If a paid holiday occurs on a Full-time employee's scheduled day off the employee shall receive another day off with pay in lieu of the holiday providing they otherwise qualify. The lieu day shall be taken at a time mutually satisfactory to the employee and the Employer during the thirty (30) calendar days before and thirty (30) calendar days after the time is earned, but no later than January 31 of the following year.

- 22.07 Regular Part-time employees shall receive an additional minimum of four (4) hours pay in lieu of a paid holiday, as outlined in 22.01 when the holiday falls on their scheduled day off.

- 22.08 If Christmas Eve Day or New Year's Eve Day falls on a normal working day, the Employer will close at 12:00 noon and no employee shall suffer a loss of pay as a result of such closures. These part days do not qualify for purposes of Articles 22.06 and 22.07.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

23.01 Full-Time

The regular hours of work for Full-time employees will consist of an average of seventy (70) hours bi-weekly, with no split shifts except with the employee's agreement. Regular hours of work will involve no more than an average of two (2) evenings per week over a four (4) week period and no more than an average of two (2) Saturdays in four (4), or two (2) Sundays in four (4) unless upon mutual agreement between the Employer and employee.

A one (1) hour lunch or supper break, if required, is taken on the employee's own time.

Required attendance at meetings, conferences or workshops is considered regular work.

23.02 Regular Part-Time

- (a) The regular hours of work for regular Part-time employees will consist of an average of between thirty-two (32) hours and sixty (60) hours bi-weekly, with no split shifts except with the employee's agreement. Regular hours of work will involve no more than an average of two (2) evenings per week over a four (4) week period and no more than an average of two (2) Saturdays in four (4), or two (2) Sundays in four (4) unless upon mutual agreement between the Employer and the employee.

A one (1) hour lunch or supper break, if required, is taken on the employee's own time.

Required attendance at meetings, conferences or workshops is considered regular work.

If an employee who is scheduled to work less than five (5) hours is asked by the employer to work a longer shift than the employee's posted shift, and as a result of that request the total length of the employee's shift is between five (5) and seven (7) hours, the employee has the option of taking either a one (1) hour unpaid lunch break or a half-hour ($\frac{1}{2}$) unpaid lunch break. If the total length of the employee's shift exceeds seven (7) hours, the employee must take a one (1) hour unpaid lunch break.

Regular Part-time employees shall not be scheduled for shifts of any less than four (4) hours unless upon mutual agreement between the employer and employee.

- (b) Regular shifts of a minimum of four (4) hours will be provided one (1) paid fifteen (15) minutes rest period.

23.03 Occasional Part-Time

- (a) Hours of work will be based on availability and operational needs, with no split shifts except with the employee's agreement.
- (b) Required attendance at meetings, conferences or workshops is considered regular work.

23.04 Overtime

It is agreed that all employees shall cooperate in any reasonable request by the Employer to perform overtime and, provided further, that overtime shall be compulsory when and

where deemed essential by the Employer to the provision of quality public service or the efficient operation of the Employer.

Authorized hours worked over and above seven (7) hours in a day or seventy (70) hours bi-weekly shall be paid at the rate of time and one-half the employee's regular rate or at the employee's discretion, time-off equivalent to overtime rates.

No overtime will be paid for an employee-requested split shift in order to facilitate a shift swap.

- 23.05 The hours, location, task schedules, and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance. They will also be circulated electronically and will not be changed without mutual agreement between the Employer and the employee.

Task schedules may change based on operational needs throughout the working day, however, the Employee's assigned work location, scheduled workday and scheduled hours of work will not be changed without mutual agreement between the Employer and employee.

23.06 **Rest Periods**

Each employee is entitled to two (2) paid fifteen (15) minute rest periods if working a Full-time shift or one (1) paid fifteen (15) minute rest period if working a Part-time shift.

Employees will take their rest periods in a manner that will maintain continuous service to the public.

23.07 **Sunday Work**

Employees hired after March 17, 1999 may be required to work on a Sunday as a regularly scheduled day of work.

ARTICLE 24 - FRINGE BENEFITS

- 24.01 (a) The Employer is not to be considered the insurance provider under any circumstances. Benefits are provided under the limits of the plan provider.
- (b) The Employer agrees to pay the premium cost of the following benefits for all Full-time employees who have completed their probationary period in accordance with the terms and conditions of the prevailing master insurance policies. The Union will receive a copy of the master insurance policy upon request.
- (c) Part-time employees will not be entitled to Fringe Benefit, except for grandfathered employees listed on Appendix "A".
- (d) Extended Healthcare Benefits (health, dental and vision) will continue once an employee is actively employed with the Employer.
- i) All benefits related to Life, Accidental Death and Dismemberment and Long-Term Disability will be reduced as outlined in the benefit provider master contract, unless stated otherwise.

- (e) All Workplace Safety and Insurance Board (WSIB) claims end at the age of sixty-five (65).

(f) **Insurance**

Group Life Insurance:

based on two (2) times annual earnings with no cap on an individual employee

Spousal Life Insurance:

\$30,000 spouse plus \$12,000 for each child

(g) **Extended Health, Major Medical Benefits with Prescription Drug Plan and Semi-Private Hospital Coverage**

The parties agree to utilize the services of drug dispensing warehouses for maintenance drugs and will use generic drugs unless otherwise directed by a doctor.

Dispensing fee is capped at \$12.00

(h) **Co-Payments**

The following benefits will be provided with the following co-payment or /limits:

#	Benefit	Per Visit Limit	Annual Limit
1.	Physiotherapy Services*	No cap per visit for employee 50% cap for dependent/spouse	\$600.00
2.	Chiropractic Services	\$60.00	\$600.00
3.	Massage Services	No cap per visit for employee \$40.00 cap for dependent/spouse	\$500.00 for employee \$400.00 for dependent
4.	Acupuncture	\$40.00	\$300.00
5.	Speech Therapy	\$100.00	\$1000.00

(i) **Vision**

Prescription Glasses

Prescription glasses maximum as noted per person in any two (2) policy years; child amount may be accumulated to the adult maximum per two (2) policy years.

2023 - \$600.00

\$300.00 per child annually

Eye Exams

100% coverage for all eye exams every twenty-four (24) months

Laser Eye Surgery

One Time only - 50% to a maximum of \$1,000 per eye including consulting costs

- (j) \$1,000 per year coverage for psychologist/social worker/psychotherapist and clinical counsellor for employee and dependents.

(k) **Accidental Death & Dismemberment**

On the basis of two (2X) earnings with no cap on an individual employee.

(l) **Dental Plan**

Equivalent to Blue Cross # 9, major restorative, and orthodontic coverage for children with a 50% reimbursement to a maximum of \$5,000.

The O.D.A. fee schedule shall be the schedule of the current year,

- i) Reconfirmed limit to eight (8) units of scaling per year
- ii) Oral hygiene instruction once per year
- iii) Limited periodontal examination twice in any twelve (12) month period with a five (5) month separation between examinations
- iv) Intra-oral radiographs and bitewings once in every twelve (12) months

(m) **Hearing Aid**

Maximum of \$1,000 per ear every forty-eight (48) months

(n) **Long-Term Disability (LTD) Benefit**

To age sixty-five (65) maximum. Long-term disability benefits are calculated based on salary at the time of the original absence. Any increase, grid movement or negotiated increases, settled after the date of the original absences are effective upon return to work.

Provides up to seventy percent (70%) of gross monthly salary following illness or disability of more than seventeen (17) weeks. Employees will be given the opportunity to pay for their own LTD if they wish to.

All long-term disability claims end at the age of sixty-five (65).

24.02 All of the benefits mentioned in Article 24.01 shall be as more particularly described and set forth in the respective plan documents or policies of insurance, which shall be made available for inspection by the Union. Any dispute over payment of benefits under any such plans or policies shall be adjusted between the employee and the insurer concerned.

24.03 Any change in the level of benefits shall be a matter of negotiations between the parties except that the Employer shall have the right to change or designate the carrier.

24.04 The Employer agrees to continue participation in the Ontario Employees' Retirement Plan as provided by the Ontario Municipal Employees' Retirement Systems Act.

24.05 Early Retirement Benefits

The employer will continue to pay the premium cost of the employee's health, dental and life insurance benefits after early retirement up to age sixty-five (65) from the first day of early retirement. It is understood that the employee must have fifteen (15) years of vested, pensionable service, must be in good standing at the time of retirement and must be at least fifty-five (55) years old.

24.06 Survivor/Spousal Benefits

Upon the employee's death, retirement at NRA sixty-five (65) or early retiree reaching age sixty-five (65), the employee's survivor or spouse will continue to receive benefits for a maximum of ten (10) years, however will cease at the survivor or spouse reaching age sixty-five (65). Deluxe travel ceases for employee and spouse under spousal benefit coverage once the employee reaches sixty-five (65).

24.07 Termination Notice Period

No Short Term or Long Term Disability will be provided during notice periods applicable to terminations.

24.08 Conversion Options

In the event that an employee ceases employment with the Employer, conversion options for any employee or retiree may be available from the benefit carrier at the employee's request. Requests must be made directly with the Plan Provider and not with the Employer.

24.09 Short-Term Disability Benefit - Maternity Leave

A short-term disability benefit maternity leave, based on the Municipality of Clarington's short-term disability benefit-maternity leave, will be included as a policy of the Clarington Library, Museums and Archives.

24.10 Mileage

Employees required to use their own vehicles for business purposes will be reimbursed at the annual rate determined by Canada Revenue Agency per kilometer for all kilometers travelled for the Employer. Reimbursement shall be calculated on the basis of the shorter distance between the designated workplace and the destination or between the employee's residence and destination.

24.11 Meal Allowance

- (a) All employees required to work more than three (3) hours past their normal quitting time, or when called out in an emergency for more than three (3) hours shall receive a meal allowance, upon receipt of a claim, in the amount of fifteen dollars (\$15.00).
- (b) There will be no meal allowance granted for scheduled special events posted seven (7) days in advance, unless more than three (3) hours past quitting time.

24.12 Membership - Courtice Community Complex Fitness Centre

Full-time employees will receive membership subject to the Municipality continuing to waive one hundred percent (100%) of the prevailing normal membership rate at the Courtice Community Complex Fitness Centre.

Part-time employees will receive membership subject to the Municipality continuing to waive fifty percent (50%) of the prevailing normal membership rate at the Courtice Community Complex Fitness Centre.

ARTICLE 25 - SICK LEAVE (SHORT TERM)

25.01 When an employee is sick and unable to report to work or requires time to take care of a family member, they are to contact the Employer by calling the absence line one (1) hour prior to the start of their assigned shift.

- (a) Full-time staff will receive ten (10) personal wellness days paid at one hundred percent (100%) on January 1st of each year.
- (b) Part-time employees will receive seven (7) personal wellness days paid at one hundred percent (100%) January 1st of each year.
- (c) Personal wellness days will not be permitted to be carried over to subsequent years.
- (d) An employee may be required to produce proof of illness or injury in the form of a medical note/certificate to the Employer for absences of three (3) consecutive days or three (3) scheduled shifts, refer to Article 25.05.
- (e) Full-time employees will be eligible for seventy-five (75) days of illness paid at seventy-five percent (75%).
- (f) Part-time employees will be eligible for seventy-eight (78) days of illness, paid at seventy-five percent (75%)
- (g) Effective July 1, 2008, accumulation of sick days is frozen, i.e. there will be no accumulation of unused sick days.
- (h) The Employer will cover up to eighty-five (85) working days per each illness annually beginning on the first day of illness or injury. Additional claims for repeated absence due to the same illness will be disallowed or referred to Long-Term Disability, if eligible.
- (i) Annual Coverage at one hundred percent (100%) of the employee's current salary will be in accordance with the above.
- (j) Coverage for the remaining days of illness will be at seventy-five percent (75%) of the employee's current salary will be in accordance with the above.
- (k) Short-term disability will be pro-rated for eligibility based on date of hire and termination.
- (l) Clarity Note: days of illness for regular Part-time employees represents paid sick leave for the hours they are scheduled when they use sick leave.

25.02 Vacation Used for Sick Leave

From seventy-five percent (75%) to one hundred percent (100%) on the subsequent days following the full-covered days from the balance of any sick days banked.

Vacation days may be used to top up short-term sick leave days, however, they are not to be used to extend the short-term sick leave claim beyond the eighty-five (85) working days of any one claim.

In no case shall more than five (5) vacation days be used to top up sick leave in any calendar year.

No vacation days shall be used during sick leave absence except as provided for in this section.

25.03 Benefits During Illness

In cases of absence due to illness or injury, the Employer will continue to pay the Employer's share of premium costs of the employee's health and welfare benefits during an approved short-term disability absence. All Extended Health Benefits, Dental, Vision and Life Insurance coverage will continue for the duration of any approved long term disability claim.

Once the short-term period is exhausted and if a long-term disability claim and subsequent appeal is denied, the employee will maintain their benefit coverage for thirty (30) days from the end of the short-term disability period. Thereafter, the employee may elect to pay their own benefit premiums in accordance with the terms and conditions of the master insurance policies so long as the individual's employment status continues with the Employer.

25.04 Doctor's Certificate

- (a) The Employer reserves the right to request sick leave verification after the third consecutive shift of illness. The Employer may require a doctor's certificate for a shorter period of absence where there is patterned use or other unusual use, and may request a second medical opinion. The Employer shall pay for the cost of obtaining the doctor's certificate.
- (b) The medical note or certificate provided must include the following information in order to be accepted as providing entitlement to payment for the sick day and entitlement to use of day:
 - i) The date the employee was seen by the doctor.
 - ii) The estimated number of days the employee is unable to work, and estimated return to work date.
- (c) If the Employer requests a second medical opinion, the doctor may be selected by the employee from a list of doctors mutually agreed upon between the Employer and the Union.
- (d) If the Employer requests a second opinion from a doctor within the Region of Durham, the Employer will reimburse the employee for medical costs related to the issuance of the doctor's certificate only.

- (e) If the Employer requests a second opinion from a doctor outside the Region of Durham, the Employer will reimburse the employee for the medical costs and mileage related to the issuance of the doctor's certificate only.

ARTICLE 26 - CLASSIFICATION AND RATES OF PAY

- 26.01 Attached hereto and constituting a part of this Agreement is Schedule "A" setting forth the classifications and the hourly rate.

Subject to Article 12.02, Part-time progression through the wage grids will be calculated on the basis of the prorating between the regular number of posted weekly Part-time hours and the regular Full-time work week. If posted hours are altered for more than a two (2) week period, then such prorating shall be altered accordingly.

- 26.02 In the event that the Employer creates a new job classification, the Employer will forward the new job description to the Municipal Pay Equity Committee for determining the new job classification and appropriate pay rate.

- 26.03 Employees working in a higher job classification shall receive a higher rate for all hours worked if more than four (4) hours.

When an employee is assigned by Management to relieve on a temporary basis for any period in a position of a lower rating, they shall maintain their regular rate of pay while so assigned.

- 26.04 Temporary employees hired pursuant to Article 4 shall be paid no less than the Member Service Assistant rate, except in the case of persons hired under government grants and in such cases the Employer retains the right to set the wages and benefits.

ARTICLE 27 - CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

- 27.01 Employees are encouraged to become personal members of library, museums and archives and related professional associations. The Employer has the sole discretion to pay employees for authorized attendance at professional conferences and workshops.

- 27.02 Preference of opportunity to attend professional conferences will be given to employees who hold executive office in or are members of committees of professional associations, but an attempt will be made to provide opportunities to all employees to participate in professional development.

- 27.03 Reimbursement of fees for successful completion of courses relevant to the employee's duties may be granted at the sole discretion of the Employer. Employees must submit in writing to the Chief Executive Officer by October 1 of the prior year their intention of enrolling in such courses in order that the Employer can make budgetary allowance if the courses are considered eligible for reimbursement.

- 27.04 Reimbursement of fees is subject to providing the Chief Executive Officer with proof that the course has been successfully passed. If the course has no examination, proof of at least seventy-five (75%) percent attendance at lectures must be provided.

- 27.05 Reimbursement will be paid by the Employer toward the membership in a professional association related to employment duties as follows:
- 50% to a maximum of sixty (60) dollars

ARTICLE 28 - CONTRACTING OUT

- 28.01 Contracting out is defined as the carrying out of work by a firm or a private contractor whose work was formerly done by the regular employees in the bargaining unit and shall not include any situation where qualified regular employees are not available to perform the work in question.
- 28.02 If the employer intends to contract out any service that will directly result in the reduction of the number of regular employees in the bargaining unit of the Employer, the following shall occur:
- (a) The Employer shall notify the Union thirty (30) calendar days in advance of the date it expects to consider a proposal to contract out the services;
 - (b) The Union may agree with the proposal or present an alternative to management within ten (10) calendar days of notification. Information concerning the contracting out will be made available to the Union at this time;
 - (c) Failing agreement, the management will present the Union's proposal to a committee of the Employer along with the management proposal;
 - (d) The decision of the Employer shall be final and binding and there shall be no recourse to any grievance procedures.
- 28.03 **Technological Change**
- (a) Technological change means the introduction by the Employer of new equipment or material which leads to a substantive difference in content of a bargaining unit job requiring new or greater skills than currently possessed by present employees.
 - (b) The Employer endeavors to give the Union notice as far in advance as possible of upcoming technological changes which are likely to lead to layoffs or reduced normal hours or work, and prior to introduction of such a technological change, to discuss with the Union the nature of change, the date on which the changes may take place, the approximate number and location of employees likely to be affected and the nature of the effects, as well as suggestions on minimizing the effects of technological change.
 - (c) When the Employer initiates new technologies and/or new procedures which are, in the opinion of the Employer, required in the performance of an employee's work, all employees who are required to do this work shall be provided the necessary training.

ARTICLE 29 - VACATIONS

- 29.01 (a) Vacation leave may be taken at any time during the calendar year with the approval of the Chief Executive Officer or their designate. The Chief Executive Officer or their designate will notify an employee of any unused vacation time by September 30th of

each year and offer the employee an opportunity to schedule unused vacation time or a request vacation payout.

- (b) Vacation may be taken in hours, days or weeks as requested.

29.02 **Vacation - Full-Time Employees**

Vacation entitlement for permanent Full-time employees is computed from January 1st to December 31st and is earned at the following rate:

Regular Full-time Vacation Entitlement	
On completion of less than one year of employment in calendar year. - If the start date is on or before the 15th of the month, entitlement is one (1) day. - If the start date is after the 15th of the month, entitlement is one half (½) day.	One and a quarter (1.25) working day for each completed month of employment to a maximum of fifteen (15) working days calculated as of December 31 st of the year in which employment commenced.
In the calendar year of the 1 st anniversary and each year thereafter	3 weeks (15 days)
In the calendar year of the 7 th anniversary and each year thereafter	4 weeks (20 days)
In the calendar year of the 14 th anniversary and each year thereafter	5 weeks (25 days)
In the calendar year of the 20 th anniversary and each year thereafter	6 weeks (30 days)
In the calendar year of the 27 th anniversary and each year thereafter	7 weeks (35 days)

29.03 **Overnight Stay in Hospital-Credit Vacation Back**

An employee who is admitted for an overnight stay in the hospital as a result of illness or injury occurring immediately prior to or during their scheduled vacation will have their vacation rescheduled for the time spent in hospital. Reasonable and appropriate documentation may be requested to support such requests.

29.04 **Vacation - Regular Part-Time Employees**

- (a) All regular Part-time employees who have completed their probation shall receive vacation as follows and shall be paid vacation pay as set out below or in accordance with the Employment Standards Act, 2000 whichever is greater.

For the purpose of paying the amounts of vacation pay earned under Article 29.05, the Employer agrees to pay Part-time employees their normal weekly pay while on vacation. An employee who resigns or is terminated and owes vacation pay shall be subject to the procedures under Article 29.08

- (b) If a Part-time employee fails to properly reimburse the Employer, the Employer has the right to revert to providing that employee with their vacation pay on an annual basis.

Vacation entitlement for permanent Part-time employees is computed from January 1st to December 31st and is earned at the following rate:

Regular Part-time Vacation Entitlement	
On completion of less than one year of employment in calendar year. - If the start date is on or before the 15th of the month, entitlement is five (5) hours. - If the start date is after the 15th of the month, entitlement is two and one half (2½) hours.	On completion of less than one (1) year of employment in a calendar year. Five (5) hours per each completed month of service up to a maximum of the employee's standard work hours per week time three (3) per annum calculated as of December 31st of the year in which employment commenced
In the calendar year of the 1 st anniversary and each year thereafter	3 weeks equivalent to 60 hours based on the employee's standard work hours per week.
In the calendar year of the 7 th anniversary and each year thereafter	4 weeks equivalent to 80 hours based on the employee's standard work hours per week.
In the calendar year of the 14 th anniversary and each year thereafter	5 weeks equivalent to 100 hours based on the employee's standard work hours per week.
In the calendar year of the 20 th anniversary and each year thereafter	6 weeks equivalent to 120 hours based on the employee's standard work hours per week.
In the calendar year of the 27 th anniversary and each year thereafter	7 weeks equivalent to 140 hours based on the employee's standard work hours per week.

- 29.06 Vacation entitlement for occasional Part-time employees is computed from January 1st to December 31st and is earned based on the following percentages:

Occasional and Temporary Vacation Entitlement	
On completion of less than one (1) year of employment in a calendar year.	4% of earnings
In the calendar year of year 1 to 6 and each year thereafter	6% of earnings
In the calendar year of year 7 to 14 and each year thereafter	8% of earnings

Occasional Part-time employees who transfer to Full-time or Regular Part-time status shall be credited with their accumulated service prorated on the basis of their hours worked in relation to one thousand eight hundred and twenty (1820) hours equaling one year's credit.

- 29.07 (a) An employee who begins employment between September 1st and December 31st shall not be entitled to vacation leave until at least five (5) completed months of service.
- (b) Vacation entitlement is earned on the basis of accumulated length of continuous service from the employee's anniversary date. However, it is agreed that an employee who would progress to a lengthier vacation entitlement on their anniversary date, may in that calendar year take such additional but not yet earned vacation if their anniversary date falls between September 1st and December 31st, subject to Article 29.01.

This is also subject to the condition that an employee who has received unearned vacation entitlement prior to their anniversary date and resigns or is terminated prior to such date, shall reimburse the Employer which will be done by deduction from any amounts still owing to the employee, or if none are, by means of the grievance and arbitration procedure under which an arbitrator may order the former employee (and not the Union) to pay any outstanding amounts.

- 29.08 An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to proportionate payment of salary in lieu of such vacation.
- 29.09 Vacation days, up to a maximum of each employee's standard work hours per week, may be cumulated from one calendar year to the next with the approval of the Chief Executive Officer, provided the employee has completed two (2) full years of service and provided that the employee has not purchased additional vacation for the current calendar year. Such an accumulation must be requested in writing, normally before September 1st of the year in which the vacation is earned and cannot be repeated for two (2) years.
- 29.10 Employees may, with the approval of the Chief Executive Officer, purchase an additional one (1) week of vacation within any two (2) year period provided notice of intention is received by the Employer by December 31st of the year previous to that in which the vacation is to be taken and provided that a week's vacation time is not carried forward from the year previous to that year in which the vacation is taken.

ARTICLE 30 - TERMINATION

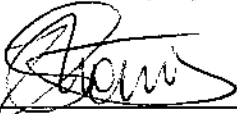
- 30.01 This Agreement will be effective for a three (3) year term, from January 1, 2021 until December 31, 2024 and from year to year thereafter unless either party gives notice in writing within ninety (90) days of the expiry date in any year of their desire to amend or terminate.

ARTICLE 31 - DEFINITIONS

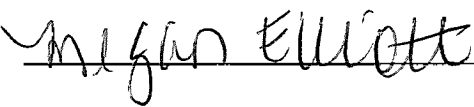
- 31.01 (a) "Employee" shall mean a person employed in a regular position, and who has satisfactorily completed the probationary period of employment. The term "employee" and "regular employee" shall have synonymous meaning.
- (b) "Day" shall mean seven (7) hours for Full-time employees and four (4) hours for Part-time employees and occasional Part-time employees.

Dated at _____ on this day, _____ of _____, 2025.

For the Employer:



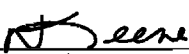




For the Union:


Susan Keeling (Apr 10, 2025 11:18 EDT)


Bob Stiles (Apr 1, 2025 14:49 EDT)


Nicola Keene (Apr 3, 2025 20:09 EDT)

SCHEDULE A- WAGES & JOB CLASSIFICATIONS

Effective January 1 - December 31, 2021 (1.75%)								
Code	Classification		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Member Service Assistant Museum Clerk	Salary	\$37,927.31	\$40,002.00	\$42,379.89	\$44,214.45		
		Hourly Rate	\$20.84	\$21.99	\$23.12	\$24.30		
2	Library Clerk 3 Museum Interpreter	Salary	\$38,899.03	\$41,027.64	\$43,159.30	\$45,379.48		
		Hourly Rate	\$21.38	\$22.54	\$23.71	\$24.93		
3	Library Clerk 4 Member Service Associate (Museum and Library)	Salary	\$40,875.01	\$43,029.06	\$45,222.79	\$47,572.20		
		Hourly Rate	\$22.46	\$23.63	\$24.85	\$26.14		
4	Library Technician 3 Digital Literacy Specialist Systems Support Technician	Salary	\$45,591.12	\$48,400.44	\$51,210.78	\$54,021.11	\$56,831.45	
		Hourly Rate	\$25.05	\$26.60	\$28.13	\$29.68	\$31.23	
5	Librarian Public Service Lead	Salary	\$57,525.38	\$61,075.44	\$64,631.60	\$68,187.76	\$71,737.82	
		Hourly Rate	\$31.61	\$33.56	\$35.51	\$37.46	\$39.41	

NOTE: Full-time employees progress through the wage grid at 6-month intervals
Part-time employees - please refer to Article 26.01

Effective January 1 - December 31, 2022 (2.00%)								
Code	Classification		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Member Service Assistant Museum Clerk	Salary	\$38,685.86	\$40,802.03	\$43,227.49	\$45,098.73		
		Hourly Rate	\$21.26	\$22.43	\$23.58	\$24.78		
2	Library Clerk 3 Museum Interpreter	Salary	\$39,677.01	\$41,848.19	\$44,022.48	\$46,287.07		
		Hourly Rate	\$21.81	\$22.99	\$24.18	\$25.43		
3	Library Clerk 4 Member Service Associate (Museum and Library)	Salary	\$41,692.51	\$43,889.64	\$46,127.24	\$48,523.64		
		Hourly Rate	\$22.91	\$24.10	\$25.34	\$26.66		
4	Library Technician 3 Digital Literacy Specialist Systems Support Technician	Salary	\$46,502.94	\$49,368.45	\$52,234.99	\$55,101.53	\$57,968.07	
		Hourly Rate	\$25.55	\$27.13	\$28.70	\$30.27	\$31.85	
5	Librarian Public Service Lead	Salary	\$58,675.89	\$62,296.95	\$65,924.23	\$69,551.52	\$73,172.58	
		Hourly Rate	\$32.25	\$34.23	\$36.22	\$38.21	\$40.20	

NOTE: Full-time employees progress through the wage grid at 6-month intervals
Part-time employees - please refer to Article 26.01

Effective January 1 - December 31, 2023 (2.75%)								
Code	Classification		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Member Service Assistant Museum Clerk	Salary	\$39,749.72	\$41,924.09	\$44,416.25	\$46,338.95		
		Hourly Rate	\$21.84	\$23.04	\$24.23	\$25.47		
2	Library Clerk 3 Museum Interpreter	Salary	\$40,768.12	\$42,999.01	\$45,233.10	\$47,559.97		
		Hourly Rate	\$22.40	\$23.62	\$24.85	\$26.13		
3	Library Clerk 4 Member Service Associate (Museum and Library)	Salary	\$42,839.05	\$45,096.60	\$47,395.74	\$49,858.04		
		Hourly Rate	\$23.54	\$24.76	\$26.04	\$27.40		
4	Library Technician 3 Digital Literacy Specialist Systems Support Technician	Salary	\$47,781.78	\$50,726.08	\$53,671.45	\$56,616.82	\$59,562.20	
		Hourly Rate	\$26.25	\$27.88	\$29.49	\$31.11	\$32.73	
5	Librarian Public Service Lead	Salary	\$60,289.47	\$64,010.11	\$67,737.15	\$71,464.18	\$75,184.82	
		Hourly Rate	\$33.13	\$35.17	\$37.22	\$39.26	\$41.30	

NOTE: Full-time employees progress through the wage grid at 6-month intervals
Part-time employees - please refer to Article 26.01

Effective January 1 - December 31, 2024 (2.75%)								
Code	Classification		Start	Step 1	Step 2	Step 3	Step 4	Step 5
1	Member Service Assistant Museum Clerk	Salary	\$40,842.84	\$43,077.00	\$45,637.69	\$47,613.27		
		Hourly Rate	\$22.44	\$23.68	\$24.89	\$26.17		
2	Library Clerk 3 Museum Interpreter	Salary	\$41,889.25	\$44,181.49	\$46,477.01	\$48,867.87		
		Hourly Rate	\$23.02	\$24.27	\$25.53	\$26.85		
3	Library Clerk 4 Member Service Associate (Museum and Library)	Salary	\$44,017.13	\$46,336.76	\$48,699.13	\$51,229.14		
		Hourly Rate	\$24.18	\$25.44	\$26.76	\$28.15		
4	Library Technician 3 Digital Literacy Specialist Systems Support Technician	Salary	\$49,095.77	\$52,121.05	\$55,147.42	\$58,173.79	\$61,200.16	
		Hourly Rate	\$26.98	\$28.64	\$30.30	\$31.96	\$33.63	
5	Librarian Public Service Lead	Salary	\$61,947.44	\$65,770.39	\$69,599.92	\$73,429.45	\$77,252.40	
		Hourly Rate	\$34.04	\$36.14	\$38.24	\$40.34	\$42.44	

NOTE: Full-time employees progress through the wage grid at 6-month intervals
Part-time employees - please refer to Article 26.01

LETTER OF UNDERSTANDING

Between

Clarington Library, Museum & Archives and

CUPE Local 74-00

RE: MUSEUM CLERK

To enhance our member experience and service offerings, the Employer has completed a Museum and Archives service review and has determined the need to harmonize the Museum Clerk role with the Member Service Associate role. Therefore, the Employer can no longer support the specified working days and hours of work as outlined in CUPE Local 74-03 Letter of Understanding dated the 5th day of October 2018 (p. 29). The Employer will provide a reasonable transition period of six (6) months and will develop a reasonable training and development plan to support the Employee's transition. During this transitional period, the Employer will continue to observe the current schedule of Monday to Friday, 8:30 am to 4:30 pm. After the six (6) month transition period, the Member Service Associate will be scheduled in accordance with Article 23.01.

It is understood that the Museum Clerk role will be declared redundant, and the Employer reserves the right to discontinue recruiting for the Museum Clerk role, effective six (6) months from the Employee's return-to-work date.

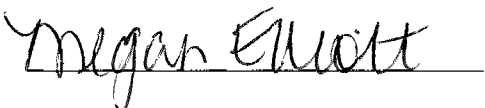
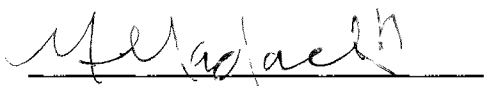
It is understood for the duration of the harmonization plan the Employee will maintain their current wage rate, at such time the Employee completes the harmonization plan, the Employee will be placed on the current wage grid (Schedule "A", Member Service Associate, Code 3, Start Rate).

It is understood that the Employer will provide adequate training to the Employee currently working in the Museum Clerk role, to support the acquisition of new skills needed to perform the Member Service Associate role. On occasion, work time will be provided to complete specified training upon approval from their direct Manager and Human Resources to support the six (6) month transition period.

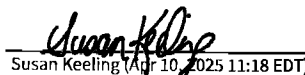
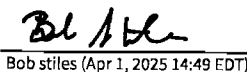
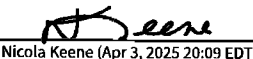
It is understood that the harmonization plan will follow the guidelines outlined in CUPE Local 74-00, Appendix B, steps one (1) to eleven (11), excluding step eight (8). In addition, specialized museum training will be identified through a needs analysis process.

Dated at _____ on this day, _____ of _____, 2025.

For the Employer:



For the Union:


Susan Keeling (Apr 10, 2025 11:18 EDT)
Bob Stiles (Apr 1, 2025 14:49 EDT)
Nicola Keene (Apr 3, 2025 20:09 EDT)

APPENDIX A

RE: CLARINGTON PUBLIC LIBRARY

1. Debra O'Meara

APPENDIX B

Memorandum of Understanding Between Clarington Library, Museum & Archives and CUPE Local 74-00

RE: JOB EVALUATION AND MARKET REVIEW

Purpose

In an effort to harmonize CUPE Local 74-00 and CUPE Local 74-03, the administration of the Clarington Public Library, Museum & Archives is pleased to commit to completing a pay equity review on all positions (library and museum) utilizing the Joint Job Evaluation (JJE) committee at the Municipality of Clarington, which will then be followed by a market review on all positions (library and museum) utilizing the Joint Job Evaluation (JJE) committee at the Municipality of Clarington. The market compensation review is offered with the understanding that the request for a wage premium for library employees required to work at the museum and visa versa will be removed.

Background

Marianne Love has extensive experience conducting market reviews for public sector and public libraries, evaluating positions that have experienced scope changes, and Marianne is considered an expert in market salary analysis.

Process

The process will take approximately six (6) months to complete, depending on the availability of ML Consulting.

This is a one-step process; the union and administration will work collaboratively to submit the application for market review with ML Consulting. If after the twelve (12) month review, if significant changes are identified the job classification shall be submitted for pay equity review through JJE.

Once the results have been received and reviewed by Human Resources, any compensation adjustments will be made with a date retroactive to the ratification date of the harmonized Collective Agreement.

All discussion and information shared and/or obtained through this process will be kept confidential.

APPENDIX C

Memorandum of Understanding between Clarington Library, Museum & Archives and CUPE Local 74-00

RE: HARMONIZATION OF ROLES

Purpose

To outline the steps related to the Harmonization of roles as discussed during the negotiations of the January 1, 2018 to December 31, 2020 Collective Agreement. For the purpose of this document, Harmonization refers to Member Service Assistants (formerly Clerk 2) Clerk 3, or a Clerk 4 transitioning to the Member Service Associate (formerly Library Technician 1) role, as well as the Member Service Associates performing the duties of the Member Service Assistants, Clerk 3 or Clerk 4 positions.

It is understood that the Employer reserves the right to discontinue recruiting for the Member Service Assistant (henceforth referred to as Assistant) role.

It is understood that no Assistant shall be compelled to move into the Member Service Associate (henceforth referred to as Associate) role.

It is understood that current Employees working in the Assistant role will continue to progress through the wage grid as established in the Collective Agreement.

It is understood that the Employer will provide adequate training to Employees currently working in the Associate role so they may acquire the skills needed to perform Assistant, Clerk 3, or Clerk 4 level work.

Harmonization

The Employer wishes to streamline library customer service. To accomplish this, the Employer will provide an opportunity for Assistants to harmonize into Associate roles. Assistants must demonstrate that they meet the minimum requirements in the "Member Associate Job Guideline". Assistants volunteering to harmonize who do not meet the requirements of the job guideline will be provided with a customized training plan.

The "Member Associate Job Guideline" shall be posted by the Employer when requesting volunteers to harmonize. Job guidelines may be changed at any time at the sole discretion of the Employer; however, Assistants who begin harmonization training shall work from the job guideline established at their selection date.

No Assistant shall transition to the Associate role until they have demonstrated they meet the minimum requirements set out in the job guideline.

Harmonization shall take place through the following steps.

1. The Employer, at its sole discretion, shall determine how many positions may be harmonized each year.
2. The Employer shall provide an opportunity for Assistants to volunteer for harmonization. Selection will be based on the number of spots available and seniority.

3. Each selected Assistant's education background and skill set will be assessed by the Employer against the Associate job guidelines. Assistants who do not meet the minimum requirement and require additional education shall be enrolled in the Southern Ontario Library Service (SOLS) Excel program. Should an Assistant meet the educational requirements but require training to meet the skill sets outlined in the job guideline, a customized training plan will be established. Assistants should expect training through SOLS, or their customized training plan to take one (1) to three (3) years to complete.
4. For the purpose of Harmonization, the Employer agrees to pay one hundred percent (100%) of the costs for all training and education described above; this is inclusive of textbooks. Coursework and training modules shall be completed outside of working hours on the Assistant's own time. Transportation related to coursework will not be reimbursed. To support the Assistant's coursework, the Employer may make special scheduling accommodations on a case-by-case basis.
5. Should an Assistant fail a course the Employee may not continue with training until they have retaken the course at their own expense and attained a passing grade. Passing/failing grades shall be determined by the course provider.
6. Assistants participating in the Harmonization process may not request additional education training support through the "Education and Training" policy until they have harmonized into the Associate position.
7. Assistants who meet or achieve the education and skill sets outlined in the job guideline shall receive an Associate job offer that provides a start date for "on-the-job" training at a time that is mutually agreeable. All provisions related to seniority are retained and no probation period shall apply. Article 16.05 related to trial periods not applicable.
8. Assistants who wish to discontinue harmonization training must provide written notice to the Employer. Assistants who choose to quit the harmonization process shall reimburse the Employer fifty percent (50%) of the costs spent up to the Assistant's termination date. Assistants will reimburse the Employer within six (6) months, or upon a date mutually agreed upon.
9. Assistants who have discontinued their harmonization training will not be considered for further education through the "Education and Training" policy until after twelve months. Future application to the harmonization process will be considered once all other applicants are considered and only if the course can be completed within the established course timelines. Assistants who have not completed coursework within the established course timelines and need to repeat previously assigned courses shall do so at their own expense.
10. Employees who resign or are terminated during their training shall not have courses covered by the Employer past their resignation date. No reimbursement shall be sought from the Employer when an Employee resigns or is terminated.
11. Employees currently in the Associate classification will be trained in the duties of the Assistant, Clerk 3 and Clerk 4 roles as required to streamline public service. A training schedule shall be established with the implementation of the new Member Service Associate" job guidelines to ensure all Associates meet the skill requirements.

APPENDIX D

Memorandum of Understanding between Clarington Library, Museum & Archives and CUPE Local 74-00

RE: LIBRARY AND MUSEUM HARMONIZATION PLAN

Purpose

As a result of the Library and Museum merger that took effect on January 1, 2020, this document will outline the steps related to the harmonization of Employee roles and responsibilities for the Library and Museum.

It is understood that the Employer will provide adequate training to Employees identified for cross-training to ensure consistency to streamline Public Service to provide operational support, which includes front desk, reference, and research support.

It is understood that strategic area specialties will not be included in the harmonization of employee roles and responsibilities for the Library and Museum.

It is understood that the Employer will not provide cross-training to Employees on specialized strategic areas (for example, specialized programming, cataloguing, respective area collections, and information technology).

It is understood that the Employer reserves the right to identify the job classifications required for Library and Museum cross-training and Employees will receive cross-training in phases based on their job classification and operational needs.

It is understood that Employees currently working in the Associate role will be the first to receive cross-training to acquire the skills needed to perform public service in both Library and Museum strategic areas, regardless of employment status.

Library and Museum Employee Harmonization Plan

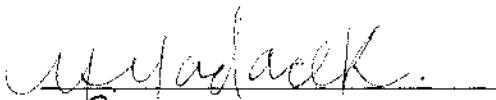
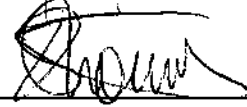
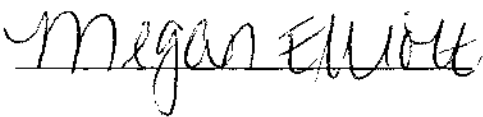
The Library and Museum employee harmonization plan shall take place through the following steps:

1. The Employer, at its sole discretion, shall determine how many Employees to be cross trained over the next twelve (12) months.
2. The Employer will develop a customized training plan that will consist of on-the-job training, e-learning opportunities and industry specific training offered through library and museum associations.
3. The Employer agrees to pay one hundred percent (100%) of the cost for all training described above; this is inclusive of required training materials (e.g., textbooks or printed coursework materials) and cross training will occur during an Employee's scheduled working hours, subject to change based on mutual agreement.
4. To support an Employee on their learning journey, customized training plans may be adjusted to support reasonable accommodation requests on a case-by-case basis.

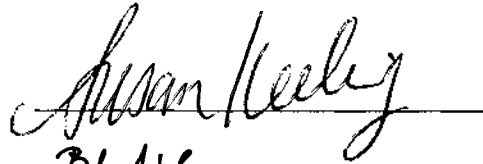
5. Employees will have the opportunity to check in with strategic area managers to discuss their progress as outlined in their customized training plan.
6. There will be no impact to an active Employee's seniority and no probationary period shall apply because of the library and museum harmonization plan.
7. All Employees in job classifications above or below and Associate level will receive cross-training as required to streamline public service to provide operational support.

Dated at _____ on this day, _____ of _____, 2025.

For the Employer:

For the Union:



Bob Stiles (Apr 1, 2025 14:49 EDT)


Nicola Keene (Apr 3, 2025 20:09 EDT)

