

**COLLECTIVE AGREEMENT  
BETWEEN**

**THE LONDON PUBLIC LIBRARY BOARD  
(hereinafter referred to as “the Employer”)**



**AND**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 217**

**(hereinafter referred to as “the Union”)**



**January 1, 2020 to December 31, 2022**

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THIS AGREEMENT

BETWEEN

THE LONDON PUBLIC LIBRARY BOARD

(hereinafter referred to as “the Employer”)

of the FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 217

LONDON LIBRARY EMPLOYEES’ UNION

(hereinafter referred to as “the Union”)

of the SECOND PART

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain and develop the existing harmonious relations between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and elimination of waste, and to promote morale and well-being of all employees included in the bargaining unit represented by the Union:

THEREFORE, to implement the foregoing, the Parties hereby mutually covenant and agree to the following:

## **ARTICLE 1 - RECOGNITION AND SCOPE**

### **1.01**

- (a) The London Public Library Board, or anyone authorized on its behalf, recognizes the Union as the sole bargaining agent for all employees who are employed by the London Public Library Board, save and except the following:

Management and Administrative positions exempted by virtue of the Ontario *Labour Relations Act, 1995* (hereafter cited as OLRA);

Pages;

Students hired for the school vacation period;

or by virtue of agreement of the Parties.

*(The Parties agree that the attached Appendix B is a complete list of excluded positions, which have been agreed to by the Parties. When changes occur to the list of excluded positions, the Union Executive will be notified in writing).*

When new bargaining unit positions are created they will be referred to the Job Evaluation Committee.

- (b) The Library Board, or anyone authorized on its behalf, hereby consents to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the Parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

## **ARTICLE 2 - UNION SECURITY**

**2.01** The Employer agrees that it will deduct from the pay of all employees who are members of the Union and covered by this Agreement, an amount specified by the Union in writing, as being the amount of its monthly dues, such deductions to be made bi-weekly. All other employees, who are not members of the Union but who are covered by this Agreement, will pay an amount equal to the monthly dues, such deductions also to be deducted bi-weekly.

**2.02** The Employer agrees to remit such monies monthly to the authorized officers of the Union, as specified in writing, addressed to the Secretary.

**2.03** The Employer agrees to advise all new employees upon hire with the London Public Library that a Collective Agreement is in effect, to show all new employees how to access the Collective Agreement document on the London Public Library Intranet, to provide employees with a copy of such Agreement, and to advise that an interview will be conducted to acquaint the new employee with the benefits

and duties of union membership. The Union shall be advised of a casual or probationary employee's first working day and a union representative will be allowed a one-half (1/2) hour interview during the orientation period to review the Collective Agreement.

### **ARTICLE 3 - DEFINITIONS**

#### **3.01 Permanent Employee**

- (a) The term employee in this contract shall be taken to mean an employee of the London Public Library Board as defined in Article 1.
- (b) All employees shall be considered permanent employees after serving a four (4) month probationary period.
- (c) The probationary period of any employee may be extended for a further specified period of time by mutual agreement between the Employer and the Union. All requests for extensions will be considered and will not be unreasonably denied
- (d) Permanent part-time employees are persons hired to work up to twenty-one (21) hours per week on a permanent basis. The application of the Collective Agreement to permanent part-time employees is set out specifically in Appendix D.

#### **3.02 Librarians**

A Librarian is defined as one who holds a Master's degree in Library and/or Information Sciences from an institution recognized by the London Public Library Board.

#### **3.03 Casual**

- (a) Casual employees are persons hired for special projects, during periods of heavy workload or to replace permanent employees absent due to illness, leave of absence, vacation or for any other reason.
- (b) Such employees shall be paid at the hourly rate equivalent to an annual rate not less than the minimum nor more than the maximum annual salary for the position filled.
- (c) Notwithstanding any other provisions of this Agreement, a casual employee shall not become a permanent or probationary employee; or be covered by any of the terms or conditions of this Agreement save for Articles 2, 5, 7, 10 and 15. With respect to Article 10.03, it is understood that shifts offered to casual employees may include split shifts solely at the employer's discretion. Holiday pay and vacation pay shall be in accordance with the *Employment Standards Act, 2000* (hereafter cited as the ESA).

- (d) Casual employees will not accumulate seniority. The employer will record accrued service time of casual employees (on a pro rata basis for part-time work) and will consider accrued service time of casual employees in the hiring for permanent positions and/or temporary positions within the scope of this Collective Agreement.
- (e) A casual employee who has accumulated fifty-two (52) weeks (a minimum of 1,834 hours) of total service will be considered for a permanent position prior to the position being advertised externally. Accrued services as a casual employee to a maximum of 1,350 hours can be considered towards the 1,834 hours threshold provided there has been no break in their employment (i.e., termination or resignation). Should a casual employee not be the successful applicant, if requested, the employer will meet with the casual employee to discuss his or her application.
- (f) Should a casual employee be the successful applicant for a posted permanent vacancy, their previous accrued service shall be credited for the purposes of seniority.
- (g) Casual employees shall be paid at Step 1 of the salary grid. Progression within the salary grid shall commence upon appointment to a permanent position only.
- (h) It is understood and agreed that the employer may discipline or dismiss a casual employee for any bona fide reason provided that the employer does not act in bad faith.

### **3.04 Change in Status**

“Change in status” shall be defined as a change from casual to Part-time or Full-time; Part-time to Full-time; Temporary to Permanent; or Full-time to Part-time.

## **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

**4.01** The Union acknowledges that it is exclusively the function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees, subject to the provisions of this Agreement, provided that a claim of discriminatory promotion, demotion, transfer or layoff or that an employee has been suspended or discharged without just and reasonable cause, may be treated as a grievance as provided under the Grievance Procedure;

- (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
  - (d) manage the affairs of the Employer and, without restricting the generality of the foregoing, to determine the work to be performed, the job content, the qualifications to perform the work required, the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures and equipment to be used, and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.
- 4.02** The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement including Article 7 (Grievance Procedure).
- 4.03** All employees agree to follow procedures as outlined by the responsible authorities and to give their best efforts at all times to the performance of their work, and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. Employees of the Employer who are in positions of authority will not discriminate against any employee who has requested an investigation into a grievance, and all parties hereto will at all times extend the fullest cooperation to one another in order that the assigned work shall be carried on economically.

## **ARTICLE 5 – DISCRIMINATION**

- 5.01** The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, transfer, layoff, recall, discipline, classification, discharge or otherwise related to the administration of this Collective Agreement by reason of any grounds prohibited under the *Ontario Human Rights Code* or by reason of his or her membership or activity in the Union, or for any other reason that would breach applicable Canadian legislation.
- 5.02** The Employer endorses the right of every employee to work in an environment free from harassment and provides employees with a process for resolving harassment complaints that might arise. Employees may pursue all avenues in the Employer's policies and the Collective Agreement, including the grievance procedure, for resolving harassment complaints that may arise.
- 5.03** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.



- 5.04** Reasonable action taken by the Employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.
- 5.05** The Complainant and witnesses shall be given the option of having Union representation during any meeting pertaining to an investigation of a complaint of workplace harassment and/or discrimination and such time shall be held during regular working hours. If the Respondent is a bargaining unit member, the Respondent shall be given the option of having Union representation during any such meeting, including a discipline meeting and such time shall be held during regular working hours.
- 5.06** The Employer and the Union agree that there shall be no discrimination and/or harassment within the meaning of the Ontario *Human Rights Code* or the *Occupational Health & Safety Act* by either party or by any employee; nor shall there be discrimination, intimidation, restriction, or coercion exercised or practiced by either party with respect to membership or non-membership or activity or lack of activity in the Union, subject to the *Labour Relations Act, 1995*.

## **ARTICLE 6 - REPRESENTATION**

- 6.01** The Employer agrees to recognize a committee of not more than five (5) stewards, appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period, for the purpose of assisting in presenting grievances as outlined in Article 7; or making representations on matters arising under this Agreement. It is understood, however, that the Employer shall not be required to meet with more than three (3) members of the committee at any one time.
- 6.02** The Employer agrees to recognize a Union-Management Committee which shall consist of not more than four (4) employees appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period, and four (4) representatives of the Employer. The purpose of the Union-Management Committee shall be to meet once each month on some mutually agreeable date to discuss matters of mutual interest. Whenever possible, agendas of matters for discussion shall be exchanged seven (7) days before each meeting of the Committee. The Chair will alternate between the Employer and the Union. The Employer agrees to give a minimum of sixty (60) days notice to, and to openly discuss with, the union representatives through the Union-Management Committee, any substantial reorganization or changes to the Library system, including those arising from technological change and outsourcing, that might have a direct impact upon employees. The Union will be provided in advance with such information as may be required to meaningfully discuss matters which come before the Committee.
- 6.03** The Employer further recognizes the right of the Union to appoint or otherwise

select a Negotiating Committee of not more than five (5) employees appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period. This Committee will be for the purpose of conducting negotiations as contemplated in Article 21. The Negotiating Committee shall be granted three (3) days off duty with pay for the purpose of preparing proposals for negotiations with the Employer.

**6.04** The parties shall notify one another, in writing, of the names of the persons selected or appointed in accordance with Articles 6.01, 6.02, 6.03 and 6.07 on an annual basis by the second week in January, and thereafter as changes occur.

**6.05** The Employer shall not enter into any agreement, written or verbal, with any employee which conflicts with the provisions of this Agreement. In addition, no individual employee or group of employees shall undertake to represent the union at meetings with the Employer without proper authorization from the Union.

**6.06** Job Evaluation Committee shall consist of three (3) Management representatives and two (2) alternates and three (3) Union representatives and two (2) alternates for the purpose of evaluating new or revised jobs in the bargaining unit.

**6.07**

(a) The Joint Health and Safety Committee shall consist of three (3) union and three (3) management representatives for the purpose of performing the duties prescribed by the *Occupational Health and Safety Act*.

The Parties recognize that they are bound to the current provisions of the *Occupational Health & Safety Act* and Regulations which provides the right to workers to refuse or stop work where health and safety are in danger. In the event of legislative changes during the term of this Agreement which may have an impact on the carrying out of occupational health and safety at the Library, the Parties agree to discuss these at the Joint Health & Safety Committee.

(b) The Union Executive will appoint members to act as Health and Safety representatives to complete monthly inspections and report any potential or existing situations which may impact the health and safety of employees to the Health and Safety Committee.

**6.08** Pay for time spent by union representatives related to the Committees above shall be paid for by the Employer consistent with the established practice: for Union-Management, and Job Evaluation, pay shall be for meeting time with the Employer; for Negotiating, pay shall be for meeting time with the Employer plus the three (3) days per representative noted; for Grievance and Joint Health and Safety, pay shall be for meeting time with the Employer and reasonable investigation time related to the business of the Committees.

- 6.09** The Employer recognizes the Union's right to have the assistance of the CUPE National Servicing Representative at any time in dealings with the Employer, in regard to any matters pertaining to Labour Relations or the provisions of the Collective Agreement. Similarly, the Employer has the right to have the assistance of legal counsel or other representative when dealing with the Union in the afore-said matters.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01** It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the employee's immediate supervisor has first been given an opportunity to adjust the complaint. If an employee has a complaint, it shall be discussed with the employee's immediate Manager/Director, with or without the Union Steward present within five (5) working days after the circumstances giving rise to the complaint have become known or ought reasonably to have become known; failing settlement within two (2) working days thereafter, it may then be taken up as a grievance within two (2) working days following the advice of the immediate Manager or Director's decision in the following manner and sequence:

### **STEP NO. 1**

The Union may present a grievance to the immediate Manager/Director and may have the assistance of the area grievance steward in doing so. The grievance shall be in writing on a grievance form approved by the Employer and the Union and shall include the nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated; failing settlement, the immediate Manager/Director shall deliver a decision, in writing, within five (5) working days following the presentation of the grievance. Failing settlement:

### **STEP NO. 2**

Within three (3) working days after the decision in Step No. 1 is given, the Union may submit the grievance in writing to the Director, Human Resources, or designate, who shall hold a meeting within five (5) working days from the date that the grievance was received. The Director, Human Resources or designate shall deliver a decision in writing within three (3) working days following the date of the meeting. It is agreed that the Parties to this Agreement may have the assistance at any time, of any representative, solicitor or other authorized agent as they may require, at Step No. 2 of the Grievance Procedure or at any subsequent stage. Failing settlement:

**STEP NO. 3**

Within ten (10) working days after the decision in Step No. 2 is given, the Union may submit the grievance in writing to the Chief Executive Officer or designate. A meeting will then be held within twenty (20) working days between the Chief Executive Officer or designate and the Grievance Committee. The decision of the Chief Executive Officer or designate shall be delivered in writing within seven (7) working days.

- 7.02** Failing settlement under the foregoing procedure of any grievance between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been settled.
- 7.03** Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 7.04** It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular Grievance Procedure shall not be thereby bypassed.
- 7.05** No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was initiated under the Grievance Procedure, except as to any clerical or other error of a similar nature, involving an employee's salary.
- 7.06 Mediation**  
Prior to the scheduling of an arbitration hearing, the parties shall retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration.

Mediator costs will be shared equally between the parties. The parties agree that information exchanges during the mediation process is privileged and discussions are on a without prejudice basis.

This step may be bypassed by agreement of the parties.

If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be referred to arbitration within twenty (20) business days.

## **ARTICLE 8 - ARBITRATION**

**8.01** When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other Party to this Agreement, and at the same time name its appointee to the Arbitration Board. Within five (5) days thereafter, the other Party shall nominate an arbitrator. The two (2) appointees so nominated shall attempt to select, by agreement, a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of five (5) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.

Where both parties agree, a single arbitrator with the same limitation and powers as an Arbitration Board may be substituted for an Arbitration Board, except it is understood that either Party may unilaterally apply for a sole arbitrator under the “expedited arbitration” provisions of the OLRA.

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

**8.03** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

**8.04** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

**8.05** The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the Parties hereto, and the employee or employees concerned.

**8.06** Each of the Parties hereto will bear the expense of its nominee to the Arbitration Board (as applicable), and the Parties will share equally the expenses, if any, of the Chairperson of the Arbitration Board.

**8.07** The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.

## **ARTICLE 9 - DISCHARGE AND DISCIPLINE PROCEDURE**

**9.01** It is understood and agreed that the Employer may discipline or dismiss a probationary employee for any bona fide reason providing that the Employer does not act in bad faith.

**9.02** A claim by a permanent employee, or an employee who has not completed his or her probationary period, that he or she has been unjustly discharged, suspended or otherwise disciplined shall be treated as a grievance if a written statement of

such grievance is lodged with the Employer at Step No. 2 of Article 7 within three (3) working days after such action has taken place. Such special grievance may be settled under the Grievance Procedure or Arbitration Procedure by:

- (a) confirming the Employer's action; or
- (b) reinstating the employee without loss of seniority and with full compensation for the time lost; or
- (c) any other arrangement which may be deemed just and equitable.

The time limits noted above will be extended to five (5) days when circumstances make it impossible for the Union to file a grievance earlier than that date.

**9.03** Management shall not formally discipline, suspend, or discharge an employee without a union representative being present, except in circumstances where an employee is suspended pending investigation. In the latter case, the Union shall be informed as soon as practical and in no event later than one (1) working day after the commencement of the suspension.

## **ARTICLE 10 - WORKING HOURS**

**10.01** A normal workweek shall consist of thirty-five (35) hours on a five (5) day (Monday to Saturday) basis for all employees covered in this Agreement.

### **10.02**

- (a) All authorized time worked outside the normal workday or the normal workweek, shall be considered as overtime for all employees who shall receive, at the discretion of the employee, compensation or time off at the rate of time and one-half (1½). All time off must be taken within ninety (90) days of the occurrence of overtime and must be on a date (or dates) mutually agreed upon by the employee and the supervisor.
- (b) All overtime work shall be approved by a Manager or Director prior to its occurrence except in cases of emergency wherein a supervisor may approve such required overtime.
- (c) For the purposes of this Agreement, the terms "normal workday" and "normal workweek" shall be interpreted to mean the work schedules as currently existing or modified as required, save and except employees required to work under the provisions of Article 10.05.

**10.03** No employee shall receive both overtime payment and shift premium for the same hours worked. No employee shall be required to take time off during an employee's regular scheduled hours for the purpose of avoiding overtime payment. The supervisor and the employee may agree to a split shift if the scheduling is mutually agreeable.

#### **10.04**

- (a) Employees who work seven (7) hour shifts called in to work outside of their regularly scheduled hours shall be entitled to time and one-half (1 ½) for all hours worked with a minimum of four and one half (4½) hours pay at straight time rates. This provision shall apply only where an employee has completed the regular shift that day and it is further understood that where such period overlaps and extends into the employee's next regularly scheduled shift, the employee shall be paid only time and one-half (1 ½) to the commencement of such shift. Callback does not apply to scheduled split shifts.
- (b) As an integral part of some employees' job responsibilities there is requirement to serve stand-by assignments. During such assignments the employee(s) must carry the required communications device and must be available for call-in via the device.

The payment for these periods of stand-by will be as follows:

Monday to Saturday: three-quarters (3/4) of an hour per day at regular rate

Sunday and Statutory Holidays: one (1) hour per day at regular rate.

#### **10.05 Sunday Service**

Sunday Service is established outside of the normal workweek of thirty-five (35) hours. Sunday Service work performed by permanent employees is done on a voluntary basis.

Employees will indicate, in writing, their interest to work Sunday Service. All work will be assigned on a rotating schedule on the basis of seniority and if the employee is qualified to perform the work.

The Employer will notify employees of the availability of Sunday Service shifts and seek expression of interest to work for the defined period of Sunday Service (October through May) no later than August 1<sup>st</sup>. Each Employee will indicate interest in specific shifts and indicate the maximum number of shifts they desire for the Sunday Service period. Employees will respond no later than August 31<sup>st</sup>. The assignment list will be posted no later than October 1<sup>st</sup>. Any errors may be brought to the attention of the Employer within seven (7) days, at which time the list will be deemed to be final.

The use of the rotating schedule is effective August 2004. Each shift during the defined period of Sunday Service will be allocated on the basis of seniority and qualifications to do the work. No employee shall be assigned more than one (1) shift during the defined period until all who have expressed interest have been assigned a shift to work. An employee who declines or does not work a shift he

or she is assigned will be considered to have been given the opportunity to work and will not be assigned another shift in lieu of the declined or missed shift.

All authorized time worked for Sunday Service shall be at the overtime rate of time and one half (1½) times regular time. Employees shall receive, at the discretion of the employee, compensation or time-off for time worked.

The Employer may utilize casual employees for Sunday Service and hours worked will be paid at straight time hourly rates.

Sunday hours worked by a caretaker which form part of his or her Monday shift shall be considered to be part of the normal workweek and are excluded from this Article.

- 10.06** All employees shall be entitled to a fifteen-minute (15) break period in the forenoon and in the afternoon or in each half of a shift, as the case may be.
- 10.07** Where practical, overtime opportunities will be offered on an equitable basis as is possible. Overtime work in excess of the normal workweek shall be voluntary except in cases of emergency circumstances.
- 10.08** Employees working longer than nine (9) hours continuously shall be entitled to a meal allowance of fifteen (\$15.00).
- 10.09** Special Provisions - In addition to the provisions of Article 10.02 (c), it is further understood that incumbents in Information Technology Services and Wolf Performance Hall and Community Meeting Space Services and staff who perform outreach services will be expected to work irregular hours on occasion, such right to be exercised in a reasonable manner. The incumbent(s) may refuse to work the irregular hours asked of them, if they are able to satisfy the Employer that there are extenuating circumstances. Compensatory time off for overtime on the basis of one and one half (1 ½) hours for each hour so worked afforded for work outside the normal work day or week (regardless of the day of the week) or compensation on that basis, at the discretion of the Employer. Compensatory time off will be scheduled as mutually agreed upon by the employee and the Director/Manager. The Parties recognize that, in the event of Library Sunday openings, Article 10.05 applies to ITS staff.

## **ARTICLE 11 - PAID HOLIDAYS**

**11.01** The Employer agrees to recognize the following:

All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:



New Year's Day	Thanksgiving Day
Family Day	Lieu day for Remembrance Day
Good Friday	Floating Board Day
Easter Monday	The one-half (1/2) working day preceding Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	The one-half (1/2) working day preceding New Year's Day
Labour Day	Day

and any other day proclaimed by the Canadian government as a national holiday, by the Ontario legislature as a statutory holiday or London City Council as a municipal holiday.

Whenever any of the above holidays falls on a Sunday, the day next following shall be, in lieu thereof, a holiday, and the provisions of this section shall apply thereto.

Employees who do not observe the religious holidays proclaimed by the provincial government and require absence from work for the purpose of religious observance may receive a day off with pay at their regular rate of pay for each of the religious holidays proclaimed. The employee must provide proof that the day received for the religious holidays proclaimed is a recognized religious holiday by that religion. In addition, and without limiting the generality of the foregoing, for Indigenous employees, the Winter Solstice (December 21) and National Indigenous Peoples Day (June 21) are deemed to be religious holidays requiring absence from work. The employee has the following options:

- 1) The employee may use one of the two available floating holidays (lieu day for Remembrance Day or Floating Board Day), or banked time (by way of clarification this does not include sick leave credits including FE time) for the religious holiday.
- 2) The Supervisor and employee may agree upon a modified work schedule which accommodates the holiday within a pay period, notwithstanding Article 10. i.e. Works another day within the pay period not otherwise scheduled for the employee. Agreement shall not be unreasonably withheld.

Approval will be granted except in cases where it is not operationally practical to do so. An employee making use of this provision shall not be required to work on any of his or her declared holidays unless there is an emergency or the employee consents, upon request. When the religious holiday falls on a Saturday or Sunday, accommodation for the religious holiday is necessary only if these days fall upon a scheduled work day.

The Employer will endeavor to notify employees of the proposed hours of operation between Christmas Eve Day and New Year's Eve Day by May 1<sup>st</sup> of each year.

**11.02** An employee whose regular day off falls on a holiday or on a day in lieu thereof shall be granted a regular working day off within sixty (60) calendar days after the holiday by mutual agreement between the employee and the supervisor. If a paid holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day off for each such holiday.

**11.03**

- (a) Holiday pay will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday at the employee's regular straight time rate of pay.
- (b) An employee required to work on a holiday shall be paid at one and one-half (1 ½) times the regular straight time rate of pay for all hours worked on the holiday in addition to any holiday pay to which the employee may be entitled.
- (c) In order to qualify for any of the holidays mentioned in Article 11.01 without loss of pay, an employee must work their regular scheduled working day immediately preceding and immediately following the day observed as a holiday except in cases of paid absences.
- (d) An employee scheduled to work on a day upon which a holiday is to be celebrated and who agrees to work on the holiday as aforesaid, but who does not report for work shall forfeit the pay which would normally be received for the holiday as provided herein.

**ARTICLE 12 – VACATIONS**

For the purposes of vacation, “years of service” means the length of time of service from the employee’s permanent hire date. The word “year” as used in this Article (except in reference to years of service) means the period commencing on the 1st day of January and ending on the 31st day of December. Employees shall receive an annual vacation with pay in accordance with years of service as a permanent employee on January 1<sup>st</sup> as follows.

<u>Length of service</u>	<u>Days Accrued per year*</u>	<u>Hours Accrued per year*</u>
Up to 7 years service	15 days	105 Hours
7-15 years service	20 days	140 Hours
16-22 years service	25 days	175 Hours
Over 23 years service	30 days	210 Hours

**\*Subject to Appendix D below.**

While eligible for paid vacation leave beginning the first day of permanent employment, employees shall be entitled to request vacation time only after passing their probationary period. Vacation entitlement shall be pro-rated for the first year of employment based on months of service.

- (a) In the event that an employee becomes entitled to additional vacation through years of service during the year, such vacation must be taken after the employee's employment anniversary of permanent hire date and within six (6) months of that date, or at such later time as may be agreed upon.
- (b) Employees while on leave of absence under Article 13.01(d) or Article 13.01(h) for a period of longer than two (2) weeks will receive a pro-rated vacation entitlement, allowing entitlement for only those months the employee was not on leave in excess of two (2) weeks.
- (c) A maximum of one work week may be carried over into the following vacation year. The vacation carryover must be used by June 30th each year.
- (d) Employees who have taken vacation and terminate their employment before the end of the year in which the vacation is taken will have the unearned portion of vacation deducted from their pay, except if they become deceased.
- (e) Employees who terminate their employment prior to having taken vacation shall be entitled to earned and unused vacation upon termination.
- (f) All salary and vacation monies owing will be paid out upon termination or retirement. Vacation taken by employees retiring in the calendar year must not exceed their prorated entitlement from January 1 to the date of retirement. Vacation may not be taken leading up to the retirement date.
- (g) In any given year, employees must not use more vacation than their annual entitlement plus any carry over from the previous year.

## **ARTICLE 13 - LEAVE OF ABSENCE**

**13.01** No employee shall be absent from work without deduction from salary except:

**(a) Bereavement Leave**

- i) At the time of a death in the immediate family, an employee shall be allowed time off with pay for any absence on a regular working day up to a maximum of five (5) days. The immediate family of an employee shall mean the spouse, child, step child, grandchild, parent, step parent, sister, step sister or brother or step brother of the employee. Also includes ward and guardian of the employee and the employer may request for proof of

such upon request.

- ii) At the time of a death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, or grandparents-in-law, an employee shall be allowed time off with pay for any absence on a regular working day up to a maximum of three (3) days.
- iii) At the time of a death of an employee's uncle, aunt, cousin, nephew or niece, the employee shall be permitted to be absent from work for one (1) day with pay.
- iv) It is agreed that a bereaved employee may be granted additional time off, without pay, for the purpose of travel or other special circumstances related to the estate of the deceased, subject to prior approval by the Manager or Director.

**(b) Sick Leave**

As provided by sick leave regulations of the Employer and adopted by Resolution (Appendix C, effective May 1963) which shall form an integral part of this Agreement. Sections 7 and 8 shall not apply to employees hired after

April 30<sup>th</sup>, 1985.

**(c) Conference or Convention Leave**

- (i) Time off to include traveling and conference time may be allowed to members of the staff for attendance at approved professional conferences and a grant towards expenses shall be made at the discretion of the Employer to members of the staff chosen by the Employer and the Chief Executive Officer or designate to attend such professional conferences.
- (ii) Two (2) members of the Union elected or appointed to represent the Union at a conference, convention or other Union business, may, with the approval of the Chief Executive Officer, or his/her designate, be granted sufficient absence with pay to attend such conference, convention or other union business.

**(d) Special Leave**

The London Public Library Board shall permit employees in any classification having at least five (5) years continuous service as a permanent employee to submit a written request for a Special Leave.

- (i) Employees are able to take a minimum of three months leave and a maximum of up to one year.

- (ii) Upon return from the leave of absence the employee shall return to his or her permanent position, if it still exists, or to a comparable position if it does not, in a manner consistent with the seniority provisions of this Agreement.
- (iii) During the leave of absence accruals will be frozen for sick time and vacation. Employees will not be entitled to use sick time during the course of their leave.
- (iv) Employees are required to pay 100% of their benefits and union dues during the leave of absence.
- (v) The Library Board shall reserve the right to limit total simultaneous participation in the plan in order that only a predetermined number of employees will be on unpaid leave at any time. This number will be communicated to the Union.
- (vi) Employees shall be limited to one Special leave of absence every eight (8) years.
- (vii) Seniority will accrue in accordance with Article 15.05 (a) (iv)

**(e) Jury or Witness Duty**

When an employee is subpoenaed for jury duty or as a court witness, the employee shall not suffer any loss of salary or wages while so serving.

**(f) Leave for Family Responsibilities**

**(i) Pregnancy Leave**

Employees on pregnancy or parental leave have a right to continue to participate in certain benefits and accrue seniority as per the *Employment Standards Act, 2000*.

Length of leave is established as follows:

- (1) A combined total of fifty-two (52) weeks leave (including seventeen (17) weeks pregnancy leave and thirty-five (35) weeks parental leave as defined in the *Employment Standards Act, 2000*), shall be granted upon a request in writing. The total length of the leave may be extended at the discretion of the Employer.
- (2) An employee shall apply in writing as far in advance as possible, but no later than two (2) weeks before the date of leave is to begin, unless circumstances beyond the control of the employee are involved, stating the specific dates for which the pregnancy leave is desired. The request must outline the dates the leave is expected to commence and conclude, identify whether the employee wishes

to continue employee-paid benefits and be accompanied by a certificate from her attending medical practitioner attesting to the pregnancy and indicating the probable date of delivery.

- (3) The employee may cease work at any time during the pregnancy, upon recommendation of her attending medical practitioner. The employee shall notify the Director, Human Resources, in writing at least four (4) weeks in advance should she request an adjustment of the original return to work date.
- (4) When the employee returns to work upon expiration of the authorized leave, she or he shall be entitled to return to the position she or he most recently held, if it still exists, or to a comparable position if it does not, in a manner consistent with the seniority provisions of this Agreement.

(ii) Parental Leave

- (1) A new parent is eligible for a leave of absence without pay of up to thirty-five (35) weeks if a pregnancy leave was taken, or up to thirty-seven (37) weeks if a pregnancy leave was not taken. The leave must begin within fifty-two (52) weeks of the child being born or coming into the custody, care and control of a parent. Parental leave shall be granted to an employee with at least thirteen (13) weeks of continuous service upon written request to the employer, at least two (2) weeks before the leave. The request must outline the dates the leave is expected to commence and conclude, identify whether the employee wishes to continue employee-paid benefits and be accompanied by a certification attesting to the child's arrival date.
- (2) In the event that an employee chooses to take both pregnancy leave and parental leave, the combined time to be spent on both leaves shall not exceed fifty-two (52) weeks.
- (3) An employee on parental leave as provided for in this Agreement shall be entitled to the same benefits, terms and conditions as an employee on pregnancy leave.

(iii) Family and Personal Responsibilities

It is understood and agreed that reasonable time off will be granted to employees to attend to family members who require care and attention due to illnesses, health care, emergencies and/or other urgent matters. It is further understood that employees will also be granted reasonable time

off to attend to personal urgent matters. Employees will be allowed a maximum of five (5) days per calendar year (based on a total of thirty-five (35) hours for full-time and seventeen and one-half (17 ½) hours for part-time) and such days shall be deducted from the employee's banked sick days. Unused days may not be carried forward to the following year. Employees must book and / or use the time in a minimum of one (1) hour increments. It is noted that the time available under Article 13.01 f (iii) is separate from the time available under the Family Responsibility Leave provisions under the *Employment Standards Act, 2000*. Entitlement is based on the employee's status (permanent full-time or part-time) on January 1<sup>st</sup> of each year. Should an employee move from permanent part-time to permanent full-time during the year the employee will be credited with an additional seventeen and one-half (17½) hours in the current year. Should an employee move from permanent full-time to part-time status during the year the entitlement for the current year will remain unchanged and will be adjusted effective January 1<sup>st</sup> the following year.

#### Leave for Union Officers

- (g) The President and/or an appointee of the Union, may be granted time off by the immediate supervisor to attend to urgent union business, such time off to be recorded by the hour and reported to the Chief Executive Officer quarterly.

- (h) Leave for Personal Reasons

The Employer may grant to an employee a leave of absence for personal reasons. A request for such leave of absence shall be made in writing setting forth the reasons therefore to the Director, Human Resources, who shall give a decision within five (5) working days. This decision shall be in writing setting forth length of leave, if granted, whether with or without pay, and any other applicable conditions. A leave of absence may be granted in arrears where necessary. For a leave resulting from an extended illness or non work-related injury, leave will be granted unless the Employer feels further medical documentation is required. Benefits coverage during the leave will continue as outlined in Article 14. With respect to life insurance continuation as determined by the Insurance Carrier provided waiver of premiums is approved. Payment of premiums by the employer will not exceed a period of two (2) consecutive years. If employment continues beyond that time the employee will be required to pay all premium costs of benefit coverage. Any outstanding sick leave credits will be frozen at the beginning of the leave of absence. Sick leave credits will not accumulate from the beginning of the leave until the employee returns to work.

## **ARTICLE 14 - HOSPITAL, MEDICAL, PENSIONS AND GROUP INSURANCE**

**14.01** The Employer shall pay one hundred percent (100%) of the costs of providing Provincial Health coverage unless through legislation an employee may be exempted under spousal coverage.

**14.02** The contributory retirement system as set up by the City of London in Bylaw numbers: A - 2618(a) - 50; A - 2988 - 184; A - 2988(A) - 185; P - 74 - 167; adopted by the London Public Library Board; and the Resolution of the London Public Library Board dated June 15<sup>th</sup>, 1964, providing for the Ontario Municipal Employees Retirement System, Contract No. 324066. It is agreed that the Canada Pension Plan will be integrated with the Ontario Municipal Employees Retirement System.

OMERS will include permanent part-time employees covered in Appendix D of the Collective Agreement as well as permanent full-time employees. Credited service in OMERS shall be earned on a pro rata basis for employees who work less than full-time.

**14.03** All employees will be covered by the Workplace Safety and Insurance Board and by the Regulations of the *Workplace Safety and Insurance Act*.

**14.04** The Employer agrees to provide an Extended Health Care (E.H.C.) Plan and further the Employer agrees to pay one hundred percent (100%) of the premiums for this plan.

This plan will include prescription coverage based on the current insurance carrier's Formulary 3 Plan (or equivalent). Prescription dispensing fees will be capped at \$10.00 per prescription.

This plan will include vision care coverage of \$325.00 maximum per family member in a twenty-four (24) month period, except in the case of prescription changes for dependent children under twenty-one (21) years of age, then the maximum is \$200.00 every twelve (12) months. Effective March 1, 2013 - This plan will include vision care coverage of \$350.00 maximum per family member in a twenty-four (24) month period, except in the case of prescription changes for dependent children under twenty-one (21) years of age, then the maximum is \$200.00 every twelve (12) months. Effective March 1, 2014 - This plan will include vision care coverage of \$400.00 maximum per family member in a twenty-four (24) month period, except in the case of prescription changes for dependent children under twenty-one (21) years of age, then the maximum is \$200.00 every twelve (12) months.

The Employer will pay the cost of one (1) eye examination every twenty-four (24) months for employees, over age dependents, and spouse to a maximum of \$80.00 each effective April 1, 2009. Effective March 1, 2013 the Employer will



pay the cost of one (1) eye examination every twenty-four (24) months for employees, over age dependents, and spouse to a maximum of \$100.00 each.

This plan will include the option for employees to have coverage for the Deluxe Travel benefit at their own expense effective April 1, 2009.

**14.05** The Employer shall pay one hundred percent (100%) of the premiums for the employee Group Life Insurance Plan under which the life of each employee who is covered by this Agreement will be insured to the extent of two and one-half (2 ½) times an amount equal to the employee's annual salary calculated to the next \$1,000.00, up to a maximum of \$250,000.00.

**14.06** The Employer shall pay seventy-five percent (75%) of the premiums for dental plan coverage, Plan #9 (current O.D.A. schedule). Riders #2 and #4 include a fifty/fifty (50/50) co-payment for service structure.

**14.07**

(a) The benefits in Article 14.04, 14.05 and 14.06 shall be provided to employees who retire on an unreduced OMERS pension after January 1<sup>st</sup>, 1993, until age sixty-five (65) as per the terms of the Collective Agreement, provided they have worked a minimum of ten (10) years full time service as a permanent employee with the London Public Library.

(b) The benefits in Article 14.04, 14.05 and 14.06 shall be provided to employees who retire as part time employees until age sixty-five (65) provided they have worked a minimum of ten (10) years full time service as a permanent employee with the London Public Library.

**14.08** The Employer will provide and administer the benefit plans through the insurance carrier(s), which they exclusively have the right to select, provided the insurance carrier(s) maintains equal or better coverage than currently provided.

**14.09** The Employer will meet with the Union Executive on an annual basis, or within ninety (90) days of a change of insurance carrier, to review the insured benefits coverage and the current drug formulary listing. Furthermore, during the term of the Collective Agreement all eligible employees will be provided with access to the benefits summaries.

**14.10** Effective January 1, 2009 this plan will include coverage for employees sixty-five (65) years of age and older. The Ontario Drug Benefit Plan (ODB) shall be considered the first payor for employees sixty-five (65) years of age and older and the Employer shall reimburse the employee in a manner to be determined by the Employer up to the 2009 Ontario Drug Benefit deductible upon proof of payment. Effective April 1, 2009, for group life insurance and AD&D, in the case of group life insurance and AD&D, the employee will receive payment in lieu equivalent to the monthly premiums paid out on a monthly basis. Effective

April 1, 2009 employees sixty-five (65) years of age and older will have deducted the twenty-five percent (25%) employee portion of the premium for dental coverage.

## **ARTICLE 15 - VACANCIES, PROMOTIONS AND SENIORITY**

### **15.01**

- (a) (i) All vacancies which the Employer intends to fill, including new bargaining unit positions, and all temporary vacancies greater than twenty-four (24) weeks, but less than two (2) years shall be posted as soon as possible in all locations of the London Public Library for not less than five (5) working days. Whenever possible vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement. The Union shall receive a copy of all such postings.
- (ii) All temporary vacancies greater than fifteen (15) weeks but less than twenty-four (24) weeks shall be advertised by a notice of vacancy and will not be subject to the posting provisions of the Collective Agreement.
- (iii) Except upon the mutual agreement of the Parties to extend temporary appointments, upon completion of a temporary assignment permanent employees will be returned to their first (permanent) position as will any permanent employee who was promoted or transferred as a result of the temporary assignment.
- (iv) Notwithstanding 15.01 (a)(v), it is specifically noted that casual employees appointed to temporary vacancies shall not be entitled to the same insured benefits as permanent employees, nor shall they accrue seniority while in such appointments, or be eligible for sick leave save and except as provided for under Article 15.01 (v).
- (v) After fifty-two (52) weeks (a minimum of 1,834 total hours), a casual employee will be entitled to vacation and sick leave for the remainder of his or her casual employment. In addition, casual employees working in Facility Services who have worked for a minimum of 1,834 hours will be entitled to the safety boot allowance under Article 20.01. If the employee is the successful candidate for a permanent position, all monies owing at the end of the casual employment will be paid out.
- (vi) In the event an employee is absent at a time of a job posting, the Union President, or designate may place an application on behalf of the absent employee. Any such absent employee must be available for an interview within seven (7) working days of the close of the posting or the application may not be considered.

(b) Modified Work Program and Workplace Accommodation

The Parties support fair and consistent practices for accommodating employees who have been ill or injured or require medical accommodation, to enable their safe return to suitable and appropriate work within a reasonable period of time, for which the employee has the necessary skill, ability and qualifications to perform the duties. Any accommodation practice will comply with WSIB and Ontario Human Rights Code legislation and as such the Parties may agree to make such placements irrespective of the posting provisions.

**15.02** The Employer shall be required to post only the second and third vacancies that result from the placing of a successful candidate in a primary vacancy.

An employee who is declared a successful candidate for any posted vacancy shall not be eligible for another posted vacancy for a period of six (6) months, except in the case of a promotion to a higher category, after being transferred to the new position unless approved by the Director, Human Resources.

**15.03** In the selection of a successful applicant, group seniority will be given first consideration, qualifications and Library core competencies being relatively equal.

**15.04** The successful applicant who moves to a new position will have a three (3) month assessment period in which to prove his or her ability to satisfactorily perform the requirements of this position. If he or she fails to do so, the employee shall be returned to a position in his or her former category. In the event that an employee feels unable to satisfactorily perform the requirements of the position, he or she may request in writing, including rationale, to be returned to a position in the employee's former category, without loss of seniority in the former category, provided that the request is made within three (3) months of the commencement of the new position. In the event that the employee's request is approved, the vacancy occasioned by the move may be filled without further posting. The applicants for the initial vacancy will be considered by the Director, Human Resources, prior to making such an appointment. After the completion of the assessment period, the confirmation or denial of the promotion or move to a position of equal or lower classification outside of the employee's former job description is to be made to the employee in writing.

## **SENIORITY**

### **15.05**

- (a) Seniority of employees shall accumulate under the following conditions:
- (i) while at work following the completion of the probationary period;
  - (ii) while on a layoff to a maximum of eighteen (18) months;

- (iii) while on any leave of absence with pay;
  - (iv) while on any leave of absence without pay up to twelve (12) months, including in the case of pregnancy/parental leave of absence;
  - (v) when absent from work when the employee is prevented from performing the work by reason of an injury arising out of and in the course of employment for the Employer and for which the employee is receiving compensation under the provisions of the Workplace Safety and Insurance Act;
  - (vi) when an employee with at least one (1) year of seniority moves from one seniority group into another, the employee is placed at the year one (1) level within the new group and progresses accordingly thereafter. Seniority from the previous group is frozen at the level accrued when the employee left the group. Seniority accrued in the previous group(s) may be used for job postings and layoff procedures within that group.
- (b)** A probationary employee as defined in Article 3.01 (b) herein of this Agreement shall not have the employee's name placed upon the seniority lists herein provided for until such time as the probationary period referred to has been completed. Upon completion of such period, the employee's name shall be placed on the appropriate seniority list and the employee shall be credited with the seniority actually accumulated. It is further understood that the foregoing will not affect the length of the probationary period, save and except those employees on approved leave of absence wherein it is clear that seniority does not accumulate.
- (c)** For the purposes of this Agreement there shall be four (4) seniority lists comprised of bargaining unit employees in the following groups:
- List A – Library Services Employees – This list includes all employees (including the position of Office Assistant – Shipper/Receiver) other than those listed in List B, List C and List D.
- List B – Facility Services Employees – This list includes all employees who are working in positions in the Facility Services Department.
- List C – Librarian Employees – This list includes all employees who are Librarians as defined in Article 3.02 and are working in positions that require the incumbent to be a Librarian.
- List D – Information Technology Services Employees – This list includes all employees who are working in positions in the Information Technology Services Department (including the Librarian working in Information Technology Services).
- (d)** (i) The Employer shall post seniority lists referred to in (c) above within thirty (30) days of the execution of this Agreement. After such posting, each list shall become final with respect to the employees designated therein except as to any employee who disputes under the Grievance Procedure the accuracy of the seniority date within twenty (20) working

days after the list is posted. A revised seniority list shall be thereafter posted quarterly on January 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup>, and October 31<sup>st</sup>.

- (ii) The Union Executive will confirm the accuracy of the seniority lists within twenty (20) working days after the lists are posted.
  - (iii) When any questions/issues arise or when new bargaining unit positions are created, the Parties will mutually agree on which seniority list the bargaining unit position and the employee filling that position will be placed.
- (e) An employee shall lose all seniority and be deemed to have resigned for the following reasons:
- (i) if the employee voluntarily resigns which is not rescinded within five (5) days, or submits a resignation in writing;
  - (ii) if the employee is discharged for cause and not reinstated through the Grievance Procedure;
  - (iii) if an employee is absent from work for a period of three (3) days without notice, unless a reason satisfactory to the Employer is given;
  - (iv) if an employee utilizes a leave of absence for purposes other than those for which the leave of absence may be granted, or fails to return to work upon the expiration of the leave unless a reason satisfactory to the Employer is provided. In the case of failure to return, the employee will be advised of termination of seniority within seven (7) working days of the termination, with a copy to the Union. Any disputes regarding the basis for termination of seniority will be taken up at Step No. 3 of the Grievance Procedure, at which time the Employer will fairly consider the circumstances of the employee's failure to return to work upon the expiration of the approved leave. Failing agreement, the matter may be referred to arbitration.
  - (v) if an employee is laid off and is notified by the Employer to return to work, and if such employee fails to notify the Employer within three (3) working days of the receipt of such notice of intent to return to work and is absent seven (7) calendar days after a notification to do so by registered mail, or other personal contact;
  - (vi) where an employee fails to notify the Employer of any change of address, the Employer shall not be responsible for the failure of a notice as provided for in the preceding paragraph to reach the employee.
  - (vii) if the employee is laid off and not recalled by the Employer eighteen (18) months from date of layoff.

- (f) The Employer agrees that where a change in organization within London Public Library may deprive a staff member of employment, every effort will be made to transfer the affected staff member to an equal occupation within London Public Library.
- 15.06** An employee who accepts a temporary position outside of the bargaining unit shall retain earned seniority (“retained seniority”) subject to the following rules
- (a) Retained seniority shall be calculated as of the day the employee leaves a union position for a non-union position.
  - (b) No additional seniority shall accumulate until the employee returns to a union position.
  - (c) While the employee is in a non-union position, retained seniority shall not be recognized for any purpose and specifically shall not be used for job posting or layoff purposes.
  - (d) Notwithstanding any other provision of this Agreement, no employee in a union position shall be displaced as a result of the return of any employee with retained seniority to the bargaining unit.
  - (e) If there are no internal bargaining unit applicants with seniority and if the employee with retained seniority is successful under Article 15.01, the retained seniority will immediately be valid for all purposes
  - (f) An employee transferred out of the bargaining unit can be returned to their previous permanent position if the return occurs within twenty-four (24) months of transfer.
- 15.07** An employee who accepts a permanent position outside the bargaining unit shall forfeit all rights covered under this Agreement.

## **ARTICLE 16 - LAYOFF AND RECALL PROCEDURE**

- 16.01** In case of layoff and recall from layoff, an employee's seniority within the groups outlined in Article 15.05 (c) shall govern, subject however, to the remaining employees being qualified to perform the available work.
- 16.02** Grievances concerning layoffs in excess of five (5) days shall be initiated at Step No. 2 of the Grievance Procedure.
- 16.03** A new employee will not be hired to fill a vacant position if there is a laid-off employee who has retained seniority and is available and meets the minimum qualifications for that position.
- 16.04** In order that the operations of the Union will not become disorganized when layoffs are being made, members of the local Union Executive (four (4) persons) shall be the last persons laid off during their term of office, so long as full-time work which they are qualified to perform is available.

**16.05** An employee who receives notice of layoff may, by notice within five (5) working days to the Director, Human Resources, “bump” (displace) a less senior employee who occupies a position of equal or lower classification, provided that the employee has the necessary skill, ability and qualifications to perform the duties of the position. No assessment or training period shall be allowable on a bump, but it is understood that any assessment shall be done in good faith and on a reasonable basis. Reasonable orientation to the job will be provided. A bumped (displaced) employee shall be given notice of layoff and shall have the right to bump another employee on these same terms.

## **ARTICLE 17 - NEW OR RECLASSIFIED POSITIONS**

**17.01** New or changed bargaining unit job descriptions shall be provided to the Union Executive upon finalization.

**17.02** The Parties agree that the Job Evaluation & Pay Equity Maintenance Manual dated January 8, 2010 shall form part of the Collective Agreement.

## **ARTICLE 18 - REMUNERATION**

**18.01** Salaries, during the term of the Agreement, shall be as set out in Appendix A attached hereto and forming part of this Agreement.

**18.02** Employees shall be paid every other week (twenty-six (26) pays per year). The pay will be deposited to the employee's financial institution of choice.

**18.03** All automatic salary increments will be effective on the employee's actual anniversary date of his or her current pay classification.

### **18.04**

- (a) An employee who is required by formal notification to perform the duties of a higher-rated position during the absence of the incumbent shall be paid at one step below their current step, in the higher classification, provided that the remuneration is an increase in salary.
- (b) On promotion, an employee will be placed at one (1) step below their current step, provided that the remuneration is an increase in salary. The employee will move to the next step, one (1) year from the date of promotion.
- (c) In the case of an employee with at least one (1) year of seniority who is the successful applicant for a higher-rated position in another seniority group, the employee shall be placed at the “Step 1” salary level. Should the “Step 1” salary level be less than a five percent (5%) increase over the employee's previous salary, the employee shall be placed in the next higher step on the wage grid which will provide not less than, but closest to a five percent (5%) increase over the employee's previous rate, provided the new rate does not exceed the maximum of the salary grid. The employee will move to the next step one (1) year from the date of promotion.

- (d) When an employee moves from one pay classification to a higher pay classification on a permanent basis as the result of job evaluation, the rate of pay in the new classification shall be at the same salary progression step as the employee was in the previous classification. Any such increase shall be effective on the Monday following the Job Evaluation Committee meeting date. Where an employee moves from one pay classification to a lower pay classification through job evaluation, the employee's salary shall be "red-circled" at the employee's rate of pay until the salary rate in the new classification reaches or surpasses the "red-circled" rate, whichever comes first.

## **ARTICLE 19 - PROTECTION OF POSITION**

**19.01** The Employer agrees that it will not put out for tender, transfer or contract, or employ any person or persons, for any job now filled by a London Public Library Board employee so as to have the effect of depriving any employee covered by this Agreement of that employee's employment.

### **19.02**

- (a) The Employer agrees to discuss significant changes in technology and any measures that may be required to protect the employees from adverse effects, if any, with the Union prior to implementation.
- (b) A permanent full-time employee will not be laid off as a direct result of technological change in the Library system.
- (c) Any such employee declared redundant as a direct result of such technological change will be offered employment elsewhere in the system in the same classification and at the same salary.
- (d) In the event that technological change may require new or greater skills than are possessed by an employee, the employee so affected shall at the expense of the Employer undertake such training as is required by the Employer.

**19.03** Persons who are not in the bargaining unit shall not regularly perform any work which is normally done by employees in the bargaining unit except under any of the following conditions:

- (a) for purposes of experimenting, demonstrating or self-familiarization;
- (b) for purposes of instructing employees in the bargaining unit;
- (c) in case of emergency or unusual circumstances where employees in the bargaining unit are not immediately available to perform the work required



## **ARTICLE 20 - GENERAL**

### **20.01 Clothing Allowance**

The Employer shall provide uniforms on an annual basis for all members of the Facility Services staff. The uniforms so provided shall be used solely while at work for the Employer. A safety boot allowance of \$200.00 per annum for a full year's service shall be paid to employees in positions for which the wearing of safety boots is required.

### **20.02 Special Compensation**

- (a) Employees shall be compensated for expenses authorized by the Chief Executive Officer and/or Director, Financial Services incurred on Library Board business.
- (b) Employees using their own automobiles on Library business shall receive fifty (50) cents per kilometre, or the current Library Board approved rate, whichever is greater, if the authorization of the appropriate Manager or Director has been obtained. Should an employee use previously approved alternate transportation, the employee shall be reimbursed for costs incurred.

### **20.03 Correspondence**

All correspondence between the Parties arising under the terms of the Collective Agreement shall pass, if sent by the Union, to the Chief Executive Officer or delegate; and, if by the Employer, to the Union Executive.

### **20.04 Education Allowance**

The Employer agrees to reimburse fees to a maximum of \$1,000.00 in any one (1) calendar year for the cost of a course of instruction relating to an employee's work whereby the employee is able to better qualify himself or herself to perform the job. This payment shall be made only in the event that the Employer in its discretion authorizes the payment. Payment under this Article is limited to tuition fees and examination fees. In order to qualify for payment under this Article, approval must be obtained prior to commencement of the course, such payment to be made only upon successful completion of the course and upon providing satisfactory receipts and proof of passing.

- 20.05** True copies of this Agreement shall be printed in a union shop and shall bear the appropriate union labels. The cost of the printing shall be shared equally by the Employer and the Union.

## **ARTICLE 21 - TERM OF AGREEMENT**

**21.01** The term of the Collective Agreement will be a three (3) year agreement from January 1<sup>st</sup>, 2020 to December 31<sup>st</sup>, 2022.

**21.02** Negotiations shall begin within thirty (30) days or as mutually agreed upon following notification for amendment as provided in the preceding paragraph.

**21.03** If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the Parties or until conciliation proceedings prescribed at law have been completed, whichever date should first occur.

## **ARTICLE 22 - EMPLOYMENT STANDARDS REMUNERATION**

**22.01** It is agreed and understood that, in the event that any provision of the *Employment Standards Act, 2000* provides a greater right or benefit to any employee covered by this Agreement, the greater right or benefit contained in the *Employment Standards Act, 2000* shall prevail and be deemed to form part of this Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**



Kaschera

Kristen Caschera (Jan 31, 2022 09:59 EST)



Jordan Richardson (Feb 2, 2022 12:38 EST)



Anita McCallum (Feb 8, 2022 13:24 EST)



Jennifer Barnett (Feb 8, 2022 15:09 EST)

**FOR THE EMPLOYER:**



McCollister

Nancy Collister (Feb 17, 2022 13:35 EST)



Emily Schimbein (Feb 18, 2022 10:18 EST)

## **LETTERS OF INTENT**

1. During recent collective bargaining negotiations between the London Public Library Board and the London Library Employees' Union, Local 217, Canadian Union of Public Employees, the Employer adopted the policy of considering its present employees for vacancies in positions excluded from the bargaining unit. To this end, the Employer will post such vacancies in order that employees may indicate an interest in any such positions. An employee who expresses an interest will be given due consideration. Any appointment to fill such vacancies is not subject to grievance or arbitration under the Collective Agreement.

## **LETTERS OF UNDERSTANDING**

These letters shall append and form part of the Collective Agreement and be subject to the grievance and arbitration procedure.

**LETTER OF UNDERSTANDING**

**Between:**

**THE LONDON PUBLIC LIBRARY BOARD**

**(hereinafter called “the Employer”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217**

**(hereinafter called “the Union”)**

**RE: VOLUNTEER PROGRAM**

---

During the 2005-2006 Collective Agreement negotiations, the Parties agreed to revise the Letter of Understanding regarding the Volunteer Program as follows:

1. It is agreed and understood that the use of volunteers shall be limited to the provision of services and the performance of work which would not otherwise be performed or provided by the Library Board. It is further understood, without limiting the generality of the above, that volunteers shall not displace bargaining unit staff due to sick leave, vacation, temporary or any other leaves of absence or perform any other work of the bargaining unit. The use of volunteers shall be suspended during a labour dispute including during a strike or lockout.
2. The Parties agree that nothing in this Letter of Understanding alters or amends Article 1 of the Collective Agreement.
3. During the term of the current Collective Agreement, the Parties may review the Volunteer Program and may refine the provisions of this letter subject to mutual agreement and ratification by the Parties.
4. Volunteers are people who voluntarily extend their services to actively support the Library, without remuneration.
5. A designated management employee will be responsible for the Volunteer Program, including but not limited to the recruitment, selection, training and evaluation of volunteers. Supervisors may be required to provide assistance with volunteer orientation to the location specific application of training, in order to facilitate service delivery to the public.
6. The Volunteer Committee shall consist of up to four (4) union representatives and up to four (4) employer representatives. Meetings will be held for the purposes of reviewing volunteer programs, projects and volunteer work opportunities.

7. In reviewing individual volunteer work opportunities, the union representatives on the Committee will determine if the position is in accordance with Principle 1 of this Letter of Understanding. Union concurrence for individual work opportunities is required before the work opportunity will be implemented.
8. Outstanding matters may be referred for discussion to the Union-Management Committee, and either Party may have in attendance such representatives as are necessary for a knowledgeable discussion of the matter at issue.
9. All the principles and good practices that relate to sound human resources administration will be applied to volunteers.
10. An education program will be delivered to the Board, staff and the Union, on the role of volunteers.
11. In some instances, services will be provided through cooperation with existing volunteer groups or other organizations.

Agreed in London, Ontario this \_\_\_ day of \_\_\_\_\_ 2022

**FOR THE UNION:**



Kaschera

Kristen Caschera (Jan 31, 2022 09:59 EST)



Jordan Richardson

Jordan Richardson (Feb 2, 2022 12:38 EST)



Anita McCallum

Anita McCallum (Feb 8, 2022 13:24 EST)



Jennifer Barnett

Jennifer Barnett (Feb 8, 2022 15:09 EST)

**FOR THE EMPLOYER:**



Nancy Collister

Nancy Collister (Feb 17, 2022 13:35 EST)



Emily Schindler

Emily Schindler (Feb 18, 2022 10:18 EST)

**LETTER OF UNDERSTANDING**

**Between:**

**THE LONDON PUBLIC LIBRARY BOARD**

**(hereinafter called “the Employer”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217**

**(hereinafter called “the Union”)**

**RE: OCCUPATIONAL HEALTH & SAFETY ACT**

During the 2005-2006 Collective Agreement negotiations, the Parties agreed to renew the Letter of Understanding regarding the *Occupational Health & Safety Act* as follows:

The Parties recognize that they are bound to the current provisions of the *Occupational Health & Safety Act* and Regulations. If there are amendments to this Act or its Regulations, the Parties agree to continue to be bound by the section: “the right to refuse or stop work where health and safety are in danger”. In the event of legislative changes during the term of this Agreement which may have an impact on the carrying out of occupational health and safety at the Library, the Parties agree to discuss these at the Joint Health & Safety Committee.

Agreed in London, Ontario this \_\_\_ day of \_\_\_\_\_, 2022

**FOR THE UNION:**



Kristen Caschera

Kristen Caschera (Jan 31, 2022 09:59 EST)



Jordan Richardson

Jordan Richardson (Feb 2, 2022 12:38 EST)



Anita McCallum

Anita McCallum (Feb 8, 2022 13:24 EST)



Jennifer Barnett

Jennifer Barnett (Feb 8, 2022 15:09 EST)

**FOR THE EMPLOYER:**



Nancy Collister

Nancy Collister (Feb 17, 2022 13:35 EST)



Emily Schinbein

Emily Schinbein (Feb 18, 2022 10:18 EST)

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**LETTER OF UNDERSTANDING**

**Between**

**THE LONDON PUBLIC LIBRARY BOARD**

**(hereinafter called “the Employer”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217**

**(hereinafter called “the Union”)**

**RE: ACCRUED SERVICE FOR CASUAL EMPLOYEES**

---

Further to the agreement reached during the 2005-2006 Collective Agreement negotiations pertaining to Article 3.03, the Parties agreed to the following regarding all Casual employees actively employed in a temporary assignment or in the Casual Pool and being employed on an on-call basis:

A Casual employee will be eligible to have his or her accrued service, as of the date of ratification of this Agreement, considered towards the total of 1,834 hours as outlined in Article 3.03, to a maximum of 1,350 hours.

It is further understood that any former Casual employee or any Casual employee who has resigned or been terminated and is therefore not actively employed at the London Public Library at the time of the ratification of this Agreement will not have his or her previous accrued service considered towards the total hours as per Article 3.03 should they be re-hired as a Casual employee at some future date.

Any Casual employee who is currently receiving Vacation and Sick benefits under Article 15.01 (v) will continue to be eligible for the benefits for the remainder of his or her Casual employment. Casual employees with a break in service of twelve (12) consecutive months or less (which is not caused by their resignation) shall be credited for their hours in the event they become permanent employees.

This letter will remain in effect for the duration of the Collective Agreement.

**Agreed in London, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2022**

**FOR THE UNION:**



Kaschera

Kristen Caschera (Jan 31, 2022 09:59 EST)



Jordan Richardson (Feb 2, 2022 12:38 EST)

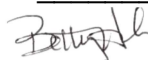


Anita McCallum (Feb 8, 2022 13:34 EST)



Jennifer Barnett (Feb 8, 2022 15:09 EST)

**FOR THE EMPLOYER:**



McCollister

Nancy Collister (Feb 17, 2022 13:35 EST)



Emily Schinbein (Feb 18, 2022 10:18 EST)

**LETTER OF UNDERSTANDING**

**Between:**

**THE LONDON PUBLIC LIBRARY BOARD**

**(hereinafter called “the Employer”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217**

**(hereinafter called “the Union”)**

**RE: JOB EVALUATION CYCLICAL REVIEW**

During negotiations for the renewal of the Collective Agreement the Parties agreed to the following change in process during the term of the agreement:

1. The current process will be continued until all jobs have been through the cyclical review process once.
2. After all jobs have been through the current cyclical review process, the process will be modified per the following points.
3. The JJEC will develop a form which will elicit information concerning changes to position duties and responsibilities to most recently submitted questionnaire so long as the original questionnaire is not more than ten (10) years old.
4. In accordance with the pre-established schedule of review (“5-year review”), incumbents will be required to complete the new form in order to identify changes to position duties and responsibilities to previously submitted questionnaires, of less than ten (10) years. Otherwise, a new original questionnaire will need to be completed.
5. The JJEC will continue the cyclical review process focusing on information contained in the new forms, along with any changes to job descriptions which may be submitted by managers, or employees.

**Agreed in London, Ontario this \_\_\_\_ day of \_\_\_\_\_ 2022**

**FOR THE UNION:**



Kristen Caschera

Kristen Caschera (Jan 31, 2022 09:59 EST)



Jordan Richardson

Jordan Richardson (Feb 2, 2022 12:38 EST)



Anita McCallum

Anita McCallum (Feb 8, 2022 13:24 EST)



Jennifer Barnett

Jennifer Barnett (Feb 8, 2022 15:09 EST)

**FOR THE EMPLOYER:**



Nancy Collister

Nancy Collister (Feb 17, 2022 13:35 EST)



Emily Schinbein

Emily Schinbein (Feb 18, 2022 10:18 EST)



**APPENDIX A**

**LONDON PUBLIC LIBRARY BOARD  
ANNUAL SALARY GRID (UNION)  
Effective December 27, 2020**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Band</b>							
<b>1</b>	<b>18.288</b>	<b>19.050</b>	<b>19.844</b>	<b>20.671</b>	<b>21.532</b>	<b>22.429</b>	<b>23.364</b>
	33,412	34,805	36,255	37,765	39,339	40,978	42,686
<b>2</b>	<b>19.060</b>	<b>19.854</b>	<b>20.682</b>	<b>21.543</b>	<b>22.441</b>	<b>23.376</b>	<b>24.350</b>
	34,823	36,274	37,785	39,360	41,000	42,708	44,488
<b>3</b>	<b>21.246</b>	<b>22.131</b>	<b>23.053</b>	<b>24.014</b>	<b>25.014</b>	<b>26.057</b>	<b>27.142</b>
	38,816	40,434	42,118	43,873	45,701	47,606	49,589
<b>4</b>	<b>23.899</b>	<b>24.894</b>	<b>25.932</b>	<b>27.012</b>	<b>28.138</b>	<b>29.310</b>	<b>30.531</b>
	43,663	45,482	47,377	49,351	51,407	53,549	55,781
<b>5</b>	<b>25.848</b>	<b>26.925</b>	<b>28.047</b>	<b>29.215</b>	<b>30.433</b>	<b>31.701</b>	<b>33.022</b>
	47,224	49,192	51,241	53,376	55,601	57,917	60,330
<b>6</b>	<b>29.075</b>	<b>30.287</b>	<b>31.549</b>	<b>32.863</b>	<b>34.233</b>	<b>35.659</b>	<b>37.145</b>
	53,121	55,334	57,640	60,041	62,543	65,149	67,864
<b>7</b>	<b>31.707</b>	<b>33.028</b>	<b>34.404</b>	<b>35.837</b>	<b>37.331</b>	<b>38.886</b>	<b>40.506</b>
	57,928	60,342	62,856	65,475	68,203	71,045	74,005
<b>8</b>	<b>32.202</b>	<b>33.544</b>	<b>34.941</b>	<b>36.397</b>	<b>37.914</b>	<b>39.494</b>	<b>41.139</b>
	58,833	61,284	63,838	66,498	69,269	72,155	75,161
<b>9</b>	<b>32.705</b>	<b>34.068</b>	<b>35.487</b>	<b>36.966</b>	<b>38.506</b>	<b>40.111</b>	<b>41.782</b>
	59,752	62,242	64,836	67,537	70,351	73,282	76,336
<b>10</b>	<b>34.014</b>	<b>35.431</b>	<b>36.907</b>	<b>38.445</b>	<b>40.047</b>	<b>41.716</b>	<b>43.454</b>
	62,143	64,733	67,430	70,239	73,166	76,215	79,390

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**APPENDIX A**

**LONDON PUBLIC LIBRARY BOARD  
ANNUAL SALARY GRID (UNION)  
Effective December 26, 2021**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Band</b>							
<b>1</b>	<b>18.654</b>	<b>19.431</b>	<b>20.241</b>	<b>21.084</b>	<b>21.963</b>	<b>22.878</b>	<b>23.831</b>
	34,081	35,501	36,980	38,521	40,126	41,798	43,539
<b>2</b>	<b>19.441</b>	<b>20.251</b>	<b>21.095</b>	<b>21.974</b>	<b>22.890</b>	<b>23.844</b>	<b>24.837</b>
	35,519	36,999	38,541	40,147	41,820	43,562	45,377
<b>3</b>	<b>21.671</b>	<b>22.574</b>	<b>23.514</b>	<b>24.494</b>	<b>25.515</b>	<b>26.578</b>	<b>27.685</b>
	39,593	41,242	42,961	44,751	46,615	48,558	50,581
<b>4</b>	<b>24.377</b>	<b>25.392</b>	<b>26.450</b>	<b>27.552</b>	<b>28.700</b>	<b>29.896</b>	<b>31.142</b>
	44,536	46,392	48,325	50,338	52,436	54,620	56,896
<b>5</b>	<b>26.365</b>	<b>27.463</b>	<b>28.608</b>	<b>29.800</b>	<b>31.041</b>	<b>32.335</b>	<b>33.682</b>
	48,169	50,176	52,266	54,444	56,713	59,076	61,537
<b>6</b>	<b>29.657</b>	<b>30.893</b>	<b>32.180</b>	<b>33.521</b>	<b>34.917</b>	<b>36.372</b>	<b>37.888</b>
	54,183	56,441	58,793	61,242	63,794	66,452	69,221
<b>7</b>	<b>32.341</b>	<b>33.688</b>	<b>35.092</b>	<b>36.554</b>	<b>38.077</b>	<b>39.664</b>	<b>41.316</b>
	59,086	61,548	64,113	66,784	69,567	72,466	75,485
<b>8</b>	<b>32.846</b>	<b>34.215</b>	<b>35.640</b>	<b>37.125</b>	<b>38.672</b>	<b>40.283</b>	<b>41.962</b>
	60,010	62,510	65,115	67,828	70,654	73,598	76,664
<b>9</b>	<b>33.359</b>	<b>34.749</b>	<b>36.197</b>	<b>37.705</b>	<b>39.276</b>	<b>40.913</b>	<b>42.618</b>
	60,947	63,487	66,132	68,888	71,758	74,748	77,862
<b>10</b>	<b>34.694</b>	<b>36.140</b>	<b>37.646</b>	<b>39.214</b>	<b>40.848</b>	<b>42.550</b>	<b>44.323</b>
	63,386	66,027	68,778	71,644	74,629	77,739	80,978

## **APPENDIX B**

### **List of Excluded Positions**

Chief Executive Officer  
Director, Customer Services & Branch Operations  
Director, Financial Services  
Director, Human Resources  
Director, Information Technology Services  
Manager, Information Technology Services  
Manager, Communications  
Manager, Customer Services & Branch Operations  
Manager, Facility Services  
Administrator, Employee Relations  
Administrator, Financial Services  
Administrator, Human Resources  
Administrator, Fund Development  
Administrator, Payroll and Pension  
Administrator, Training & Development  
Administrator, Volunteer Services  
Executive Assistant to Chief Executive Officer  
Administrative Assistant to Directors

## APPENDIX C

### REGULATIONS TO PROVIDE FOR SICK LEAVE CREDITS TO THE EMPLOYEES OF THE LONDON PUBLIC LIBRARY BOARD

Pursuant to Section 21 of The Public Libraries Act, R.S.O. 1970, the London Public Library Board hereby provides a system of sick leave credits for its employees, defined under Section 1, as follows:

#### 1. Definitions

(a) "Employee" shall mean any salaried, full-time person in the employ of the London Public Library Board as of April 30<sup>th</sup>, 1985, or any part-time person who is employed as of April 30<sup>th</sup>, 1985 on a permanent basis and who is scheduled to work at least seventeen (17) hours per week.

Any permanent full-time or part-time employee hired after April 30<sup>th</sup>, 1985 shall be entitled only to Sections 2, 3, 4, 5, 6, 9 and 10 herein and, further, Sick Leave Credits shall accumulate to a maximum of one hundred and twenty (120) days.

(b) "Board" shall mean the London Public Library Board.

(c) "Continuous Service" shall mean that period of unbroken employment with the Employer, calculated from the date of the beginning of an employee's then current service with the Employer. Employment shall not be deemed to be broken by reason of an employee being on leave of absence with or without pay.

(d) "Retirement" shall mean an employee leaving the service of the Employer by reason of attaining or passing a retirement age under any pension scheme of the Employer, or by reason of the Employer retiring the employee on pension because of illness, disease, or injury.

2. Such Sick Leave Credits to accumulate at the rate of one and one-half (1 ½) working days (ten and one-half (10 ½) hours) for each month of continuous employment thereafter. The time during which an employee is absent through illness or injury and is being paid by reason of Sick Leave Credits, or is receiving remuneration from the Employer awarded by the Workplace Safety and Insurance Board for temporary disability, shall be included in computing that employee's Sick Leave Credit as though that employee were not absent, but there shall be no credit entitlement for time when an employee is absent through illness or injury when Sick Leave Credits have been exhausted, or for the time during which an employee is on leave of absence, either with or without pay. From such Sick Leave Credits there shall be deducted all days during such

period of continuous service for which an employee has received from the Employer remuneration during absence due to illness or injury. Such credit shall be accumulated from year to year except that employees hired after April 30<sup>th</sup>, 1985 shall accumulate credit to a maximum of one hundred and twenty (120) days and, save as herein otherwise provided, an employee shall be eligible to be paid when absent through illness or through injury received while off duty so long as Sick Leave Credits are available, but not otherwise. When so paid, the number of working days absent shall be deducted from the employee's accumulated Sick Leave Credits. Permanent part-time employees whose employment is at least seventeen (17) hours per week shall be entitled to Sick Leave Credits computed on a pro rata basis; but employees working less than seventeen (17) hours per week shall not be entitled to Sick Leave Credits or to be paid while absent from duty.

3. Where an employee with unused Sick Leave Credits is absent as a result of an injury received while on duty, or illness inherent to the occupation, and as a result is receiving Workers' Compensation as awarded by the Workplace Safety and Insurance Board, the employee shall receive the difference between regular pay and the award of the Workplace Safety and Insurance Board. If Sick Leave Credits are so used, a deduction therefore shall be made from the employee's accumulated Sick Leave Credits in the same manner as hereinbefore set forth.
4. Whether or not an employee's Sick Leave Credits have been exhausted, the employee who is absent due to illness or non-work-related injury, may make a written application to the Employer for a leave of absence without pay in accordance with Article 13.01 (h). Additional Sick Leave Credits will not accrue during the period of this leave. After two (2) consecutive years' leave of absence, if an employee is unable to return to work, any accrued Sick Leave Credits will either be paid out as per Section 7 of Appendix C or the employee may use the credits to fund the continuation of benefits or any other mutually agreeable disposition of the accrued Sick Leave Credits to the maximum payout value.
5. If an employee cannot report to work due to an illness, the employee must notify his or her immediate supervisor, or designate, prior to the start of the scheduled shift or within a reasonable time if circumstances prevent the employee from notifying the supervisor, or designate, prior to the scheduled shift.
6. An employee must provide good and sufficient proof of illness upon return to work or within fifteen (15) calendar days of the beginning of the illness, whichever period is shorter, and proof must be provided for every fifteen (15) day period or part thereof or at any time upon the request of the Director, Human Resources. Should the Director, Human Resources request proof of illness prior to the return of the employee or more frequently than each fifteen (15) day period, the

Employer will pay the cost of the proof of illness supplied by a qualified medical or dental practitioner.

7. Every employee who was actively employed by the Employer prior to May 1<sup>st</sup>, 1985, and who has then had eight (8) or more years' continuous service shall be granted upon termination of employment – other than dismissal by the Employer for good and sufficient cause – leave with pay or an amount equal to his/her salary or wages for one-half ( $\frac{1}{2}$ ) the number of days standing to the employee's credit and, in any event, not in excess of the amount of one-half ( $\frac{1}{2}$ ) year's earnings at the rate received immediately prior to termination of employment. No additional Sick Leave Credits shall accumulate during that time in which an employee is being paid after termination of employment.
8. Where an employee who was an employee prior to May 1<sup>st</sup>, 1985 dies while in the employ of the Employer, having then had at least eight (8) years' continuous service with the Employer, the Employer shall make a grant to the deceased employee's estate, computed from the date of death, of the amount which would have been paid had such an employee terminated employment pursuant to the preceding section.
9. The Employer shall maintain records pertaining to the employees' Sick Leave Credits, additions to and deductions there from and of all employees reported on the sick and injured list. Information as required shall be furnished by supervisors on regular Attendance Report forms.
10. The employee may request their sick leave balance at any time from their supervisor.
11. The provisions of paragraph 65(b) of Section 352 of The Municipal Act, R.S.O. 1990, S207, page 47, with respect to the transfer of Sick Leave Credits shall apply.
12. Effective January 1<sup>st</sup>, 1989, part-time employees shall be entitled to sick leave on a pro rata basis and unused sick leave days shall accumulate for future use to a maximum of one hundred and twenty (120) days, but shall have no cash surrender value. Unused sick days accumulated by an employee who was a full-time employee prior to May 1<sup>st</sup>, 1985 and who then transferred to part-time may be vested for a future cash surrender value as outlined in Item 7 of this Appendix.

## APPENDIX D

This Appendix shall apply to and set forth the conditions of employment of permanent part-time employees (herein called employees). The term “permanent part-time employee” shall mean an employee in the bargaining unit described in the Certificate of the Ontario Labour Relations Board dated May 16<sup>th</sup>, 1978.

The provisions of the Collective Agreement shall apply to permanent part-time employees with the following exceptions and modifications:

1. The normal work week shall be up to twenty-one (21) hours per week during the period Monday to Saturday inclusive. This may be averaged over a two (2) week pay period.
2. The probationary period shall be twice the period specified in Article 3.01(b).
3. Employees required to work up to thirty-five (35) hours in a week shall be paid at their regular rate of pay and overtime rates shall be paid for all hours worked over thirty-five (35) hours in a week.
4. There shall be a fifteen (15) minute break during each three and one-half (3 ½) hours of work in a day.
5. Part-time employees who qualify for a paid holiday will have the pay or lieu time calculated as per the provisions of the Employment Standards Act of Ontario.
6. Employees' vacation entitlement and per diem vacation pay shall be on a pro rata basis.
7. Employees shall be entitled to all leaves of absence in Article 13.01.
8. The employer shall pay on behalf of employees a pro rata portion of the premium contribution for full-time employees pursuant to Article 14.01, 14.02, 14.04, 14.05 and 14.06.
9. Seniority and grid progression shall accumulate on a pro rata basis.
10. Education Allowance shall apply to permanent part-time employees to a maximum of \$250.00 in one (1) calendar year under the conditions outlined in Article 20.04.
11. Employees shall be paid in the manner described in Article 18.02.
12. Salary progression shall apply only to time worked. Service shall be pro-rated in the same fashion as seniority.
13. Pro rata shall mean an employee's hours worked per week over thirty-five (35). For the purpose of benefits pro rata shall be the average hours worked over the previous year.

In the case of a part-time employee who regularly works additional hours over what the employee is regularly scheduled, pro rata would then be the ratio of hours worked to that of a full-time position. This ratio will be used to calculate seniority and anniversary date for increments.

Where a part-time employee is temporarily assigned to a full-time position, the part-time employee's seniority shall be adjusted such that all time spent in the full-time position is included in the calculation of seniority and anniversary date.



**BENEFITS AT A GLANCE – CUPE LOCAL 217 EMPLOYEES  
(PERMANENT FULL-TIME AND PART-TIME)**

<b>Benefits</b>	<b>Coverage Highlights</b>	<b>Benefit Effective Date</b>
<b><u>MANULIFE FINANCIAL</u></b>		
<b>Extended Health Care</b>		
Drugs	<ul style="list-style-type: none"> <li>▶ No deductible. Plan will include prescription coverage based on the Manulife Life Formulary 3 Plan (or equivalent). Effective January 1, 2012, prescription dispensing fees will be capped at \$10.00 per prescription.</li> <li>▶ Effective January 1, 2009, this plan will include coverage for employees 65 and older. The Ontario Drug Benefit Plan (ODB) shall be considered the first payor for employees 65 years of age and older. The Employer shall reimburse the employee in a manner to be determined by the Employer up to the 2009 ODB deductible upon proof of payment.</li> </ul>	Immediately, unless hired after 7th, then 1 <sup>st</sup> of the following month
Paramedical Services	<ul style="list-style-type: none"> <li>▶ Clinical Psychologist, Registered Masseuse, Speech Pathologist, Chiropractor, Osteopath, Chiropracist, Podiatrist, Naturopath \$500/person per benefit year, subject to deductible, plus \$50/person per benefit year for X-rays by a Chiropractor:</li> <li>▶ Payable only after any annual maximum allowance under OHIP has been paid</li> <li>▶ \$10 deductible per person, maximum \$20 per family/calendar year.</li> <li>▶ 21-25 years of age (if enrolled and in full-time attendance at an accredited college, university, or other institute of higher learning)</li> </ul>	
Over-age Coverage		
Vision	<ul style="list-style-type: none"> <li>▶ For persons over age 21: \$325.00/24 months</li> <li>▶ For children under age 21 with a change in prescription: \$200/12 months</li> <li>▶ One eye exam/24 months to a maximum of \$100.00 for employees, over-age dependents and spouse</li> <li>▶ Effective March 1, 2013 For persons over age 21: \$350.00/24 months</li> <li>▶ Effective March 1, 2014 For persons over age 21: \$400.00/24 months</li> </ul>	
Semi-Private	<ul style="list-style-type: none"> <li>▶ No deductible</li> </ul>	

<p>Dental</p>	<p>                     ▶ <u>Plan 1</u>                      Basic Plan 9 - current fee guide; overall lifetime maximum - unlimited                      Rider 2 - Dentures                          - complete/partial once every 5 years - 50/50 co-payment                      Rider 4 - Crown/Bridge Work                          - fixed prosthodontic once every 5 years - 50/50 co-payment                      Effective April 1, 2009 employees 65 years of age and older will have deducted the 25% employee portion of the premium for dental coverage.                      ▶ Optional benefit. Emergency medical services for out-of-province / country of residence. 100% employee paid.                 </p>	<p>3-month waiting period</p>
<p>Deluxe Travel</p>		

**BENEFITS AT A GLANCE - LONDON PUBLIC LIBRARY UNION, CUPE LOCAL 217 EMPLOYEES  
 (PERMANENT FULL-TIME AND PART-TIME)**

Benefits	Coverage Highlights	Benefit Effective Date
<p><b><u>LIFE INSURANCE*</u></b>                      Employee Life Insurance</p> <p><b>Accidental Death &amp; Dismemberment</b></p> <p><b>Optional Life Insurance</b></p>	<ul style="list-style-type: none"> <li>▶ Compulsory life coverage in the amount of 2 ½ times annual basic earnings to maximum of \$250,000.</li> <li>▶ Same as basic life insurance (above)</li> <li>▶ For life insurance and AD &amp; D, employees 65 years of age and older will receive payment in lieu, equivalent to employer portion of monthly premiums paid out on a monthly basis. Effective April 1, 2009.</li> <li>▶ \$10,000 units to maximum of \$250,000 (proof of good health required)</li> <li>▶ Sick leave accumulates at the rate of 1½ days per month with:                             <ul style="list-style-type: none"> <li>a) no maximum if hired prior to May 1<sup>st</sup>, 1985; and</li> <li>b) a maximum of 120 days if hired after May 1<sup>st</sup>, 1985. Effective May 3, 2009</li> </ul> </li> </ul>	<p>Immediately</p> <p>Immediately</p> <p>To be applied for</p>
<p><b><u>WAGE LOSS REPLACEMENT</u></b>                      Sick Leave*</p>	<p>Accrue from date of hire</p>	<p>Accrue from date of hire</p>
<p><b>OMERS PENSION</b></p>	<ul style="list-style-type: none"> <li>▶ Ontario Municipal Employees Retirement System</li> <li>▶ Normal retirement age 65</li> <li>▶ Compulsory enrolment</li> <li>▶ At age 71, all contributions to OMERS cease and a normal retirement pension is paid to the plan member even if the plan member is still working.</li> </ul>	<p>Immediately</p>

<b>PAID HOLIDAYS*</b>	<ul style="list-style-type: none"> <li>▶ 12 recognized days per year</li> <li>▶ 1 Floating "Board" day per year</li> <li>▶ The ½ working day preceding Christmas Day and the ½ working day preceding New Year's Day</li> </ul>	
<b>VACATION*</b>	<p>▶ Employees shall receive an annual vacation with pay in accordance with years of service prior to the first day of January in a year as follows:</p> <p>1 year service - 15 days                  16 years service – 25 days</p> <p>7 years service - 20 days                  23 years service – 30 days.</p>	
<b>PAY DAY</b>	<p>▶ Direct deposit to the employee's depository account bi-weekly on Fridays</p>	
<b>EMPLOYEE ASSISTANCE PROGRAM</b>	<p>▶ Confidential counselling is available at no charge to employees and their immediate family members (spouse and dependent children).</p>	

\*Benefit levels are pro-rated for part-time employees based on hours worked