

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE COUNTY OF ELGIN
(LIBRARY DEPARTMENT)
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION 841
LIBRARY EMPLOYEES

January 1, 2021 – December 31, 2024

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ARTICLE I - UNION RECOGNITION

- 1.01 (a) The Employer recognizes the Canadian Union of Public Employees and its Local 841 as the sole and exclusive bargaining agent for all its Employees save and except Branch Library Supervisors and persons above the rank of Branch Library Supervisors, Administrative Assistant, the Director of Community and Cultural Services or designate, students, pages and temporary Employees.
- (b) Part time shall be those regularly employed for not more than twenty-four (24) hours per week.
- (c) Subject to the collective agreement, a temporary Employee is one who is hired for a specific task or job for a period not to exceed six (6) months in duration except for such job or task resulting from pregnancy and/or parental leave, prolonged illness or injury where the duration of the temporary employment shall not exceed the duration of the leave. There shall be no modification of these terms unless mutually agreed in writing between the parties.

ARTICLE II - RELATIONSHIP

- 2.01 The parties hereto mutually agree that all present Employees of the Employer covered by this agreement who are regularly employed for more than twenty-four (24) hours per week and who are members of the Union shall remain members of the Union. All Employees who are regularly employed for less than twenty-four (24) hours per week as well as all new Employees covered by this Agreement shall become members of the Union and remain members of the Union after completion of their probationary period subject to Article 1:01.
- 2.02 The Employer and the Union agree that no Employee shall in any manner be discriminated against, coerced, restrained or influenced by reason of race, creed, colour, national origin, political or religious affiliation, sex, gender or sexual orientation or by reason of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 2.03 (a) The Union agrees that neither it nor its members will engage in Union activities during working hours or hold meetings at any time on the premises without the permission of the Director of Community and Cultural Services or designate.

Such permission shall not be unreasonably withheld.

- (b) The Unit Chairperson shall be allowed reasonable time during her regular hours of work to deal with e-mail under the Unit Chairperson's e-mail address. The Director of Community and Cultural Services or designate shall have the right to limit such time, but shall not do so unreasonably.
- 2.04 The Chief Steward and/or Unit Chairperson shall be allowed reasonable time during working hours to investigate grievances provided approvals are obtained from the Director of Community and Cultural Services or designate subject to the right of the Employer to limit such time if it deems it to be excessive, but shall not be unreasonably withheld.
- 2.05 New Employees or existing Employees outside the bargaining unit who come within the scope of the Collective Agreement, shall be provided with a copy of the Collective Agreement at the time of the formal documentation and a Union Steward shall be allowed fifteen (15) minutes during working hours at a time agreeable to the Supervisor to meet with the new Employee.
- 2.06 In order to provide job security for members of the bargaining unit, there shall not be any contracting out of any work which would normally be done by members of the bargaining unit.
- 2.07 (a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for students, pages, and volunteers who will not be utilized to undermine the integrity of the bargaining unit or deprive the bargaining unit of permanent positions and in any case mutually agreed upon in writing by the parties.
- (b) Volunteer Tasks at Elgin County Library:
- For the purposes of this policy, a volunteer is defined as an unpaid individual who performs tasks relating to library services as designed by a Supervisor and under the guidance of library staff.
- Volunteers shall be given the necessary support and guidance to ensure tasks are performed in a positive manner without issue. Such volunteer requirements shall be discussed with appropriate branch staff in advance of such volunteer assignment(s).
- Issues may be subject to meetings for discussion between local parties and will be subject to the collective agreement.
- The following tasks can be performed by volunteers of the Elgin County Library:
- Computer Internet Training: Provide computer lessons to patrons when staff are not available.

- Reading Buddies: Provide one-to-one reading assistance to young patrons with the goal of improving reading skills.
- Homework Helpers: Assist students with their homework assignments on a one-to-one basis.
- Literacy: Tutor adults in order to improve reading, writing and English language skills.
- Custodial Support: Light housekeeping duties including wiping off tables, dusting of library shelving and straightening of items on the shelves, *Note - no shelf reading.
- Book Sales: Sell and assist with the set up of the book sale as directed.
- Programs: Assist library staff during the library program while patrons are present. *Note it is the responsibility of the library staff to develop, prepare and deliver the program.

Growing with Books: Collate "Growing with Books" promotional kits for distribution.

Additional volunteer duties will be mutually agreed between the Employer and the Union.

2.08 There shall be a Union-Management Committee to deal with matters of concern within the County library system composed of three representatives who are members of the Bargaining unit and three members of the Employer. It is understood that membership in this committee may be altered by mutual agreement. Meeting of the committee shall be held at the request of either party, at least twice per year, provided there are matters to be discussed. Agendas shall be developed and distributed in advance of meetings and minutes of meetings shall be maintained and signed by both parties.

2.09 When an employee is leaving the employ of the Library for any reason, he/she may request an exit interview with Human Resources.

ARTICLE III - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, transfer, classify and suspend Employees; and also the right of the Employer to discipline or discharge any Employee for cause, provided that a claim by an Employee who has acquired seniority that he/she has been discharged, suspended or disciplined without reasonable cause may be the subject of a grievance and may be dealt with as hereinafter provided.

- 3.02 The Union further recognizes the Right of the Employer to manage the affairs of the operation in all respects. The location of the Library, the direction of the working forces, the Employees, processes and means used in providing Library Service, the schedules of operation, the Right to decide on the number of Employees needed by the Employer at any time, the Right to use improved methods, systems, equipment, material including reading material, are solely and exclusively the responsibility of the Employer. The Employer also has the right to make, alter and enforce from time to time rules and regulations to be observed by the Employees, but when new rules and regulations are made or altered the Employer will cause same to be duly posted on the bulletin boards over the signature of the Director of Community and Cultural Services or designate, with a copy to the unit chairperson.
- 3.03 It is understood and agreed that the provisions of Article 3 are subject to the terms and conditions of the Collective Agreement.

ARTICLE IV - GRIEVANCE COMMITTEE

- 4.01 The Employer will recognize a grievance committee of four (4) selected by the Union. The Employer shall be advised of the names of the committee and shall be notified of any change from time to time. The Committee shall be regular Employees of the Library who have established seniority, two of whom shall be from those who are regularly employed for less than twenty-four (24) hours per week. Not more than two (2) Stewards shall meet the Employer at any one time. Stewards will be allowed reasonable time to investigate grievances and such time shall be authorized by the Director of Community and Cultural Services or designate and considered time worked.
- 4.02 The names of the members of the Union Committee shall be given to the Employer in writing and the Employer shall not be required to recognize members of a committee until it has been notified in writing of the names of the same.
- 4.03 A maximum of four (4) representatives of the Union shall be permitted such time as may be required during regular scheduled working hours, without loss of regular earnings, benefits or rights under this Collective Agreement to meet with representatives of the Employer for the purpose of negotiating a renewal Collective Agreement. Not less than one (1) representative shall be chosen from the following Employee Groups:
- (a) Those regularly employed not more than twenty-four hours per week.
 - (b) Those regularly employed more than twenty-four hours per week.

- 4.04 When representatives of the Union are meeting with the Employer, all time spent up to but not including arbitration shall be considered time worked and the Employee(s) shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

- 5.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Within the terms of this agreement a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement, or a case where the Employer has acted unjustly or improperly under this agreement, including a question as to whether a matter is arbitrable.
- 5.02 All grievances shall be in writing and be signed by the Grievor and shall contain the nature of the grievance, the section or sections of the agreement which are alleged to have been violated and the remedy sought.
- 5.03 It is understood that an Employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of adjusting the complaint. Such written complaint shall be discussed with his/her immediate supervisor within ten (10) scheduled working days of the Employee concerned, after the circumstances giving rise to it have occurred and the immediate supervisor shall reply in writing within five (5) scheduled working days. It may then be taken up as grievance within the five (5) scheduled working days of the Employee concerned following receipt of the immediate supervisor's decision in the following manner and sequence.
- 5.04 Grievances shall be adjusted and settled as follows:
- Step 1
The aggrieved Employee, through an accredited representative of the Local Union, may present his/her grievance which shall be reduced to writing on a form supplied by the Union to the Director of Community and Cultural Services, or designate. Either party may also have the assistance of one additional representative. The decision of the Employer shall be granted in writing, stating reasons, within five (5) scheduled working days excluding holidays and weekends after the time the matter is presented.

Step 2

If the decision of the Employer is not satisfactory the grievance may then be taken up with the Director of Human Resources. The parties, including a CUPE staff representative, will meet to discuss the grievance at a time and place suitable to both parties. The decision of the Employer shall be given in writing to the Employee and the Union Committee within ten (10) scheduled working days following the meeting. If the decision of the Employer is not satisfactory, the grievance may be referred by either party to arbitration as provided in Article VI below at any time within ten (10) scheduled working days following the written decision.

- 5.05 All agreements reached under the grievance procedure once agreed to by all parties concerned shall be binding upon all parties concerned.
- 5.06 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a grievance mediator.

ARTICLE VI - ARBITRATION

- 6.01 (a) **Composition of Board of Arbitration** – When either party requests that a grievance be submitted to arbitration the request shall be made by priority post or facsimile transmission addressed to the other party of the agreement indicating the name of its nominee on an arbitration board. Within five (5) days thereafter the other party shall answer by priority post or facsimile transmission indicating the name and the address of its appointee to the arbitration board. The two (2) appointees shall select an impartial chairperson.
- (b) Upon mutual agreement, the parties to the Collective Agreement may choose a single arbitrator.
- 6.02 **Failure to Appoint**
If the party receiving the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Ministry of Labour upon request of either party.
- 6.03 **Board Procedure**
(a) In resolving disputes, an arbitration board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute.

- (b) The arbitration board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as, in its discretion, it considers proper, whether or not the evidence is admissible in a court of law.
- (c) A grievance for arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity or an error of procedure if it results in a denial of natural justice. An arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

6.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

6.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

6.06 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints;
- (2) One-half (1/2) of the fees and expenses of the chairperson.

6.07 Amending of Time Limits

It is the desire of the parties that grievances be dealt with in an expeditious manner, but should it be necessary, the time limits in both the grievance and arbitration procedure may be extended by the written consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

6.08 At any stage of the complaint or grievance procedure, including arbitration, the parties may have the assistance of the Employee or Employees as witnesses.

ARTICLE VII - POLICY GRIEVANCES

- 7.01 Any dispute which concerns the interpretation or alleged violation of this agreement and which involves the interest of the Employees as a whole may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure if a written statement of such grievance is lodged with the Employer and with the Director of Community and Cultural Services or designate within ten (10) days after the circumstances giving rise to the grievance originated. A policy grievance shall not be submitted in any case where an Employee could otherwise initiate an individual grievance.
- 7.02 It is understood that the Management may, at any time, request a meeting to be convened at the earliest mutually convenient date with the Grievance Committee and a National Representative of the Union to discuss any complaint with respect to the conduct of the Union, its officers or members in its relationship with the Employer or other Employees and that if such complaint by the management is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a grievance and may be referred to Arbitration for determination in the same way and to the same extent as a grievance of any Employee. It is agreed that no grievance shall be considered when the circumstances giving rise to it occurred or originated more than ten working days before the filing of the grievance.

ARTICLE VIII - DISCIPLINE, SUSPENSION AND DISCHARGE

- 8.01 In the event of an Employee who has attained seniority being discharged from employment and the Employee feeling that an injustice has been done, the case may be taken up as a special grievance.
- 8.02 A claim by an Employee who has attained seniority that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Community and Cultural Services or designate within five (5) working days after the Employee is notified of his/her discharge.
- 8.03 Such special grievance may be settled by confirming the Management's action in dismissing the Employee, or by reinstating the Employee in his/her former position with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the arbitrator.
- 8.04 An Employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the Employee believes might

be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact his/her Steward to be present at the interview. A Steward or local Union officer shall have the right to consult with a CUPE staff representative and to have him or her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

- 8.05 An Employee shall have the right to have access to, and review his or her personnel record at a reasonable time and place, with a member of the Human Resources office. Any disagreement as to the accuracy of the information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the Employee's record. No evidence from the Employee's record may be introduced as evidence in a hearing of which the Employee was not aware at the time of filing. An Employee shall have the right to copies of any material contained in his or her personnel file in the County Human Resources Department.
- 8.06 Normally disciplinary procedures for repeated offences shall be as follows:
- (a) counselling
 - (b) verbal warning (which shall be noted and acknowledged by the Employee)
 - (c) written warning
 - (d) one day suspension, thereafter further suspensions and/or discharge as warranted by the circumstances.

ARTICLE IX - NO STRIKES – NO LOCKOUTS

- 9.01 In view of the orderly procedure established by this agreement for the settling of disputes and handling of grievances, the Union agrees that, during the lifetime of this agreement, there will be no strikes, and the Employer agrees that there will be no lockouts. Strike and lockout shall be defined as in the Labour Relations Act, as amended from time to time.
- 9.02 The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any strike, picketing, stoppage, or slow-down with respect to the Library as described in 9.01 of this Agreement, but a claim of unjust discharge or other discipline may be the subject of a grievance and may be dealt with as hereinbefore provided.

ARTICLE X - WAGES

- 10.01 During the term of this Agreement the Employer and the Union agree that all payments of wages will be made by direct deposit in accordance with the wage rates set forth in Schedule "B" hereto which is hereby made a part of this Agreement.

The direct deposit of the pay shall be made into a bank, credit union or trust company of the Employee's choice, provided the financial institution is equipped to accept it on a timely basis.

ARTICLE XI - LEAVE OF ABSENCE

11.01 Union Leave

The Employer will grant a leave of absence without pay to two (2) Employees selected by the Union to attend Union conventions and conferences for a period or periods not exceeding eighteen (18) working days in aggregate in any calendar year, provided that, in the opinion of the Director of Community and Cultural Services or designate, this shall not interfere with efficient operation of the Library. It is understood that such leave of absence will not be unreasonably withheld. The Union may have the right to request leaves beyond the aforementioned limit subject to the discretion of the Employer. In case of such leave, the Employer shall continue to pay the Employee and bill the Union for the wages involved. All payments are to be made to the Employer within fifteen (15) days of receipt of the billing.

11.02 (a) Pregnancy/Parental Leave

Employees will be entitled to pregnancy, parental, and/or adoption leave in accordance with the Employment Standards Act. Employees shall notify the Director of Community and Cultural Services or designate, in writing, of the date upon which they intend to commence their leave, such notice to be given at least four (4) weeks prior to the intended date of commencement. It is understood and agreed that any such Employee shall retain and accumulate seniority while on such leave. Health benefits will be retained for such leave as per the Employment Standards Act and Employees extending such leave will make arrangements to retain such benefits beyond the period stated in the Employment Standards Act.

- (b) An Employee who is on pregnancy, parental, and/or adoption leave shall not have their vacation pay prorated in any form.

- (c) An employee qualifying for pregnancy leave under Employment and Social Development Canada shall be paid a maximum of seventy percent (70%) top up of the normal weekly earnings from all sources. Such payment shall commence following the completion of the Employment Insurance waiting period and receipt by the employer of the employee's employment insurance cheque stub and shall continue the payment bi-weekly for a maximum of fifteen (15) weeks.
- (d) The amount of top up payment above will be based on the quantum of weekly employment insurance benefits that the employee would receive for a standard parental leave (a maximum of 35 (thirty-five) weeks); regardless if the employee opts to take an extended parental leave as may be available by legislation. Under no circumstances will an employee's parental leave (regardless of duration) result in the Employer paying more total cost than that which would accrue a standard parental leave.

11.03 Leave Without Pay

Written request for leave without pay may be granted in writing by the Director of Community and Cultural Services or designate (immediate supervisor) for a period not in excess of three (3) working days provided that this shall not interfere with the efficient operation of the Library. All written requests for leaves without pay in excess of three (3) working days may be granted by resolution of the Employer. Accrued overtime must be taken before leaves of absence are granted. For leaves in excess of one (1) month it is understood that Employees may not necessarily utilize their vacation entitlement before commencing on such leave subject to the Department Head/Manager's discretion. Such requests shall not be unreasonably denied.

11.04 Jury Duty

Where an Employee, who would otherwise be employed, is required to attend jury selection, serve on a jury or a coroner's inquest, testify as a Crown witness or appear in Court on matters related to the Employer, he or she shall receive his or her regular pay less the amount of the Court fees awarded. A Legal Notice to Appear must be provided to the Director of Community and Cultural Services or designate in such cases with proof of the days or half days in court.

11.05 (a) Leave with Pay

- (i) A full-time Employee will be granted a leave of absence with pay to a maximum of five (5) working days a year, which shall include their scheduled time between Christmas and New Year's. The remainder may be used as personal days.

- (ii) An Employee who is employed part way through a year will have their leave with pay prorated by taking the number of days from the full-time start date to December 31 of that year over 365 multiplied by 5. The time will be in multiples of one-half shift.

eg. June is start, days to Dec. 31 = 200 days
 $200/365 \times 5 = 273$ or 2 ½ days entitlement

Time off will be calculated in intervals of not less than one-half shift.

- (b) (i) Part-time Employees will be granted a paid leave for their scheduled time between Christmas and New Year's.

11.06 **Shift Exchange**

Part-time employees shall be entitled to exchange time to accommodate time off. Time exchanged must be pre-approved by the Supervisor. No exchange of hours will be approved that places an employee into a premium situation.

11.07 **Appointments**

Upon approval by the Supervisor, a full-time Employee who chooses to make up time shall be able to make up such time between the hours of 8:00 am and 6:00 pm Monday to Friday. It is agreed that the Employee must make up such time as soon as possible but not later than the end of two (2) pay periods after the pay period in which the time off was taken. (Time off is to be used for such things as Doctor/Dental appointments).

In extenuating circumstances the fore-going may be modified upon mutual agreement of the Employee and the Supervisor.

11.08 **Union Appointment to Office**

An Employee who is appointed, selected, hired or elected to work for a Local Union, the National Union or for any body associated with the Canadian Labour Congress may at the written request of the Union receive temporary leaves of absence for periods not to exceed two (2) years or the term of office which ever is shorter and which approval will not be unreasonably withheld.

During these leaves the Employer will maintain all benefits and pension rights including the accumulation of seniority if so requested by the Union. The Union shall provide as much reasonable notice as possible in requesting leaves of absence and the Union will reimburse the costs.

ARTICLE XII - HOURS OF WORK

12.01 The regular daily hours for all full-time Main Branch Employees covered under this Agreement shall consist of seven (7) hours per day from Monday to Friday inclusive. Core working hours shall be 9:00a.m. to 4:30p.m. The seven (7) hours shift of which must be agreed to with the Director of Community and Cultural Services or designate will have the flexibility of:

- (a) 8:30a.m. to 4:30p.m. with a 1 (one) hour lunch;
- (b) 9:00a.m. to 5:00p.m. with a 1 (one) hour lunch; or
- (c) 9:00a.m. to 4:30p.m. with one half (1/2) hour for lunch.

The regular daily hours for full-time Library Technicians shall consist of 7 (seven) hours per day and shall be scheduled by the Employer. The Employer shall consult with the Union prior to changing established regular daily hours of the full-time branch staff.

Once a schedule is chosen it may be changed upon request by an Employee and mutually agreed upon by the Director of Community and Cultural Services or designate for changed circumstances or for special circumstances. Such mutual agreement shall not be unreasonably withheld. The hours of work for part-time Employees shall be as scheduled by the Employer.

12.02 The regular full time work week shall be thirty-five (35) hours.

12.03 An Employee shall be permitted a rest period of fifteen (15) minutes in both the first and second half of a shift, where possible.

12.04 When extra hours of work are created, such hours shall be offered to the most senior qualified part-time staff within the branch complement who will have first option of refusal of such hours. If the senior qualified part-time staff refuses, then the hours will be offered to the next senior staff until such time as the hours are accepted. Branch complement is defined as one or more branches under the supervision of one supervisor.

12.05 If an Employee is unable to work his/her regular shift, the hours may be offered to another qualified Employee to ensure and maintain the efficiency of the Library. Such distribution of no less than three (3) hours is to be done in an equitable manner amongst all Employees regularly scheduled within the Branch complement. If no Employee is available or capable of performing the required duties, the hours may be offered to another Employee. Branch complement is defined as one or more branches under the supervision of one supervisor.

ARTICLE XIII - OVERTIME

- 13.01 Any time worked between thirty-five (35) and thirty-seven and one half (37 ½) hours in any week may be taken off at one and one-half (1 ½) times the hours worked by year's end or such other mutually agreed upon time, or it may be banked at one and one-half (1 ½) times the hours worked and which may accumulate up to a maximum of thirty-five (35) hours. That time may be taken as one (1) additional week of vacation. All hours worked over thirty-seven and one half (37 ½) hours will be paid at time and one-half (1 ½).
- 13.02 An Employee who is required to attend a conference, workshop or regional meeting during regular working hours shall be paid for all time spent in session at such conference, workshop or regional meeting at his/her regular rate of pay, but in no circumstance shall an Employee receive less pay than the Employee would have normally been paid had the Employee worked his/her normally scheduled hours for the day concerned. An Employee who is required to attend a conference, workshop or regional meeting on a Saturday or Sunday shall be paid for all time spent in session at such conference, workshop or regional meeting at his/her regular rate of pay to a maximum of seven (7) hours per day, and such time shall not be considered as overtime for the purpose of this article.
- 13.03 Call in Pay
Other than for previously arranged or scheduled hours, Employees called into work after they have left the premises at the end of their regular shift will receive a minimum of four (4) hours pay at the appropriate rate. Call-in pay will not be in addition to overtime pay authorized under other sections of this Collective Agreement.

ARTICLE XIV - TRAVEL EXPENSES

- 14.01 All Employees who incur travelling expenses in the performance of their duties shall be reimbursed for mileage, at a rate to be established by the Employer from time to time, and for reasonable expenses for meals, accommodation and registration fees, provided that receipts are provided. Expenses for meals shall be paid to a maximum of:

\$ 8.00 – Breakfast
\$13.00 – Lunch
\$19.00 – Supper

ARTICLE XV - VACATIONS WITH PAY

15.01 For the purpose of computing vacation entitlement, the vacation year shall begin on January 1, and shall end on the following December 31. Vacation entitlement shall be granted in accordance with the following:

- (a) Less than one (1) year of continuous service, one and one quarter (1 ¼) day per completed calendar month of service to maximum of fifteen (15) days;
- (b) After one (1) year continuous service, three (3) weeks;
- (c) After five (5) years continuous service, four (4) weeks;
- (d) After fourteen (14) years continuous service, five (5) weeks;
- (e) After twenty-one (21) years continuous service, six (6) weeks.

Vacation pay for (b), (c), (d) and (e), shall be based on his or her normal work week and his or her regular rate of pay, and shall not include overtime or other increments.

Part time Employee's unpaid vacation entitlement, ie. Time off in hours, will be determined in January of each year. The hours will be based upon the quantum of vacation time as outlined above multiplied by the average hours of an Employee's regular schedule.

15.02 (a) Vacation pay for full-time Employees shall be their regular wages.

- (b) Vacation pay for part-time Employees shall be two percent (2%) of the Employee's earnings per week of vacation as determined in Article 15.01, based on the regular rate of pay as per Appendix B. To be paid each pay.

15.03 An Employee who has ceased to be employed by the Employer before receiving his or her vacation, shall be entitled to receive vacation pay owing to him/her.

15.04 All vacation shall be taken at a time agreed upon between the Employee and the Immediate Supervisor or designate with, where the efficient operation of the Library will permit, preference given according to seniority.

15.05 When a paid holiday falls during an Employee's approved vacation period, he/she shall be allowed an extra day's vacation, with pay, which may be added to his/her vacation or at a time agreed upon between the Employee and the Immediate Supervisor or designate.

15.06 The vacation pay entitlement, but not the vacation time entitlement, of an Employee who has been absent from work, without pay, for a period in

excess of one month during the vacation year, shall be pro-rated on the basis of actual time on the payroll during which he/she is in receipt of the remuneration from the Employer, subject to Article 11.02.

- 15.07 Employees who are entitled to three (3) or more weeks of vacation may, upon providing written request prior to October 15 to the Director of Human Resources, and approved by the Employer, carry over to the next year any vacation entitlement in excess of two (2) weeks providing that no Employee shall carry over an accumulation of more than two (2) weeks vacation entitlement at any one time. Such carry over must be utilized within the year in which it is being carried over and payment for such carry over will be made at the current rate of pay which the Employee is earning at the time the vacation is actually taken. Such requests shall not be unreasonably denied.

ARTICLE XVI - HOSPITAL AND MEDICAL BENEFITS

- 16.01 The Employer shall pay on behalf of each participating full-time Employee one hundred percent (100%) of the premium cost of the Employees participation in the following:
- Ontario Health Insurance Plan (Employer Health Tax)
 - Semi-Private Care
 - Extended Health Care
 - \$8.00 dispensing fee cap per prescription, \$2.00 co-pay fee per prescription. Generic drugs may only be replaced when the physician authorizes substitution with an explanation (reimbursement is limited to the lowest cost alternative unless a medical exception request is approved by the insurer).
 - Hearing Aid rider of \$300.00 per lifetime
 - Vision Care Plan - \$300.00 per 24 months
 - \$325 per 24 months, effective 1st day of the month following ratification
 - \$350 per 24 months, effective January 1st, 2022
 - \$400 per 24 months, effective January 1st, 2024
 - One eye exam for eligible plan members not covered by the provincial plan to a maximum of \$100.00 per 24 months
 - Dental Care Plan No. 9 at one year behind the current ODA, with nine (9) month visitation
 - Deluxe Travel Plan
 - Paramedical Bundle (clinical psychologist, registered massage therapist, speech pathologist, physiotherapist, chiropractor, osteopath, chiropodist, podiatrist, naturopath) - \$700.00 per person annually;
 - In addition to clinical psychologist, the below expanded list of mental health practitioners will be included in coverage, in order to provide staff greater access to resources:

- Clinical Counsellor
- Marriage and Family Therapist
- Psychotherapist
- Psychoanalyst
- Social Worker

Benefits as above to become effective the first of the month following the date of ratification.

Subject to legislation, all benefits as above to cease at age sixty-five (65).

If there are any changes to the benefit carrier the Employer will ensure that the benefit level is equal to or better than the current coverage.

Subject to the terms of the Collective Agreement and/or County policy, Employees who are on lay-off shall have the option of continuing the benefits mentioned in Article 16 on the condition that the Employees affected pay the required premium directly.

Employees who are regularly scheduled for less than 24 hours per week shall receive, in addition to the Employee's normal wages, ten percent (10 %) in lieu of the benefits described in Articles 16.01, 16.02 and 19.

- 16.02 The Employer will pay on behalf of each participating Employee under the age of 65, one hundred percent (100%) of the premium cost of the Employee's participation in the Group Life Insurance Plan in an amount twice the Employee's annual wages but not less than \$30,000.00.
- 16.03 In addition to the Canada Pension Plan, every full-time Employee shall join the Ontario Municipal Employees Retirement System. The Employer and the Employees shall make contributions in accordance with the provisions of the plan. Part-time Employees shall be entitled to the benefits of OMERS as per provincial statute.
- 16.04 EI Premium Reduction – the Employees' share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

ARTICLE XVII - PAID HOLIDAYS

17.01 Where any of the following paid holidays occur:

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

One-half (1/2) last regular working day before Christmas and one-half (1/2) last regular working day before New Year's.

In order to be entitled to payment for a holiday an Employee must:

- (a) Be on the active payroll of the Employer and not on a leave of absence, sick leave, workers' compensation, suspension or a lay-off.
- (b) Have worked their full scheduled working day immediately following the holiday, unless on bereavement leave or vacation.

It is agreed and understood that the calculation of payment for part-time staff of paid holidays, as entitled to as above, shall be in accordance with the requirements of the Employment Standards Act.

17.02 When a paid holiday falls on the day off of an Employee, an additional day off will be granted as mutually agreed upon between the Employee and Director of Community and Cultural Services or designate or immediate supervisor.

17.03 Any Employee who is required to work on a paid holiday will be paid at the rate of time and one-half (1 ½) of his/her regular rate of pay for all time worked.

ARTICLE XVIII - BEREAVEMENT LEAVE

18.01 In the event of the death of an employee's: spouse (defined by law), child, step-child, grandchild, parent, step-parent, sister, step sister, brother and step brother, the Employer shall arrange leave with pay not to exceed five (5) consecutive working days, which shall include the day of the funeral and/or memorial service.

In the event of the death of an employee's: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandmother-in-law and grandfather-in-law, the Employer shall arrange leave with pay not to exceed three (3) consecutive working days, which shall include the day of the funeral and/or memorial service. In the event of the death of an employee's: aunt, uncle, niece or nephew, the Employer shall arrange leave with pay for one (1) working day which shall be the day of the funeral or memorial service.

Employees shall be granted one (1) day to attend the funeral services of a co-worker from within their department.

The Employer will give full consideration to granting additional time off without pay upon request by the employee. It is agreed that such a request may include time separate and apart from the day of funeral and/or memorial service and that such requested time off is required for matters associated with the death of one's relative. This may include but not be limited to acting as executor or attending an interment. Such a request shall not be unreasonably denied.

It is understood that this article pertains only to scheduled hours/shifts of work for part time employees.

- 18.02 An Employee upon making a written request to the Immediate Supervisor or designate may be granted additional bereavement leave without pay.
- 18.03 For Employees who are regularly employed for not more than twenty-four (24) hours per week, the Employee shall only be granted the day(s) leave if the Employee is scheduled to work.
- 18.04 An Employee who has to utilize bereavement leave during a period of vacation shall have that portion of vacation considered bereavement and the displaced vacation day(s) shall be scheduled at a later time which is mutually agreed between the Employer and the Employee.

ARTICLE XIX - SICK LEAVE

- 19.01 Each full-time Employee under the age of 65, upon the completion of three (3) months continuous service with the Employer shall be eligible for the short term disability benefits hereinafter set forth.
- 19.02 Short term disability benefits will commence on the first day of disability due to a non-occupational accident or sickness and will be payable for up to seventy-five (75) days in any calendar year as per schedule in 19.03.

19.03 Short term sick leave benefits are payable as follows:

| <u>LENGTH OF SERVICE ANNIVERSARY DATE</u> | <u>INSURED DAYS FULL SALARY</u> | <u>66 2/3 % SALARY</u> |
|---|-------------------------------------|----------------------------|
| 3 months but less than 1 year | 5 | 70 |
| 1 year but less than 2 years | 10 | 65 |
| 2 years but less than 3 years | 15 | 60 |
| 3 years but less than 4 years | 20 | 55 |
| 4 years but less than 5 years | 25 | 50 |
| 5 years but less than 6 years | 30 | 45 |
| 6 years but less than 7 years | 35 | 40 |
| 7 years but less than 8 years | 45 | 30 |
| 8 years but less than 9 years | 55 | 20 |
| 9 years but less than 10 years | 65 | 10 |
| Over 10 years | 75 | 00 |

Full salary days will be reinstated annually on January 1st based on the length of service at that time, whether the Employee is on short term sick leave at that time or working.

19.04 These days may not be used to top up Workers' Compensation.

19.05 Subject to other relevant provisions in this Collective Agreement, all full-time Employees, under the age of 65, who are receiving sick leave disability will continue to receive benefits as outlined in article 16.

19.06 Any days to the credit of an Employee contain no cash value on termination of employment, whether by reason of retirement or otherwise.

19.07 Where a sick leave absence has been in excess of three (3) consecutive working days, the Employer may request a Doctor's Certificate prior to the Employee's return to work.

The Employer shall cover the reasonable and customary cost of all requested medical notes and/or certificates.

19.08 An Employee who is absent on pregnancy or adoption leave is not eligible for sick leave pay.

19.09 Long Term Disability

The Employer will reimburse the full-time Employees, under the age of 65, one hundred percent (100%) of a premium of a Long Term Disability Insurance Plan. The Plan will provide for the payment of sixty-six and two thirds percent (66 2/3%) of the full-time Employees' monthly earnings to a maximum of three thousand five hundred dollars (\$3,500.00). A waiting period of seventy-five (75) working days is required before the benefits under this plan take effect. The premium will be non-taxable while the benefit will be taxed. Upon completion of three (3) months continuous service, all full-time Employees, under the age of 65, shall as a condition of employment become members of the Long Term Disability Plan.

For the purposes of this article, Disability is defined as follows:

During the first two (2) years of income payments the disability must prevent the Employee from performing the duty relating to his or her regular job. After that time, the income benefit will continue if the disability prevents the Employee from engaging in any employment for which he or she is reasonably qualified by education, training or experience.

ARTICLE XX - STORM DAYS

20.01 An Employee shall not lose any regular wages if sent home, or if there is an agreement in the Main Branch with the Director of Community and Cultural Services or designate, or in the Branches with the Branch Supervisor, or Main Branch designate that it is impossible or unsafe to report for work as a result of a snow storm, ice storm, tornado, flood, or other unforeseen act of nature. An Employee who is prevented from reporting to work as stated above shall notify the Director of Community and Cultural Services, Branch Supervisor or designate as soon as possible. Failing to report may result in the loss of wages for that time off. Failing to notify the Director of Community and Cultural Services, Branch Supervisor, or designate because of a disruption of telephone service shall not automatically cause the loss of wages for that time off. Payment for part-time Employees will be the scheduled hours for that day.

ARTICLE XXI - SENIORITY

21.01 Seniority is defined as the length of service in the bargaining unit and shall include all service with the Employer since the last date of hire. Temporary Employees service prior to becoming regular Employees shall not be considered in the calculation of seniority. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-

off, permanent reduction of the workforce, recall, vacation scheduling and as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

- 21.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. Where two (2) or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Seniority for Employees who are regularly employed for not more than twenty-four (24) hours per week shall be expressed in hours with each fifteen hundred (1,500) or portion thereof equaling one (1) year or portion thereof.
- 21.03 All newly hired Employees shall be on probation for the first sixty (60) days worked. During the probationary period, the Employee shall be entitled to all Rights and Benefits of this agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. For Employees who are regularly employed for not more than twenty-four (24) hours per week, probation shall be as follows: "first sixty (60) days worked from date of hire".
- 21.04
- (1) Subject to other relevant provisos in this Collective Agreement, an Employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer. An Employee shall not continue to accumulate seniority while he or she is not on the active payroll, subject to the Employment Standards Act and W.S.I.B.
 - (2) An Employee shall lose his/her seniority and shall be deemed to have quit in the event:
 - (a) He/she is discharged for just cause and is not reinstated.
 - (b) He/she resigns in writing.
 - (c) He/she fails to return to work within fifteen (15) working days following a lay-off and after receiving notice by priority post to do so, unless through sickness or other just cause. Laid-off Employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
 - (d) He/she is laid off in excess of eighteen (18) months.
 - (e) He/she has been on long-term disability leave (or in the case of a part-time employee, on disability leave) in excess of twenty-four (24) months, unless at the end of the twenty-four (24) month period the Employee's physician can give a prognosis to return to work within three (3) months.

- (f) He/she has been on a Workplace Safety and Insurance Board claim in excess of twenty-four (24) months, unless if at the end of the twenty-four (24) month period the Employee's physician can give a prognosis to return to work within three (3) months.

21.05 No Employee shall be transferred to a position outside the bargaining unit without his or her consent. If an Employee accepts a position outside the bargaining unit, within the Library, such Employee shall have the right for sixty (60) working days to transfer back to the position which the Employee held just prior to transferring outside the bargaining unit. Any Employee(s) transferred as a result of subsequent job postings shall also revert to the Employee's position held immediately prior to being awarded the subsequent position.

If beyond sixty (60) working days but within six (6) months such Employee does not work out in the non-bargaining unit position within the Library, such Employee may be offered available vacancies within the bargaining unit subject to Article XXIV. An Employee shall continue to accumulate seniority for up to six (6) months but not thereafter.

- 21.06
- (1) A lay-off shall be defined as a reduction in the work force.
 - (2) The following procedures shall be followed with respect to lay-off and rehiring:
 - (a) Whenever it becomes necessary to reduce the working force, Employees shall be laid off in reverse order of seniority provided that:
 - (i) An Employee may exercise seniority in any other classification in which he/she is qualified for the purpose of displacing other Employees having the least seniority.
 - (ii) Probationary Employees and temporary Employees who have been recruited to fill vacancies of unionized Employees will be laid-off prior to any seniority members of the bargaining unit.
 - (b) All Employees who have been laid-off shall be entitled to be rehired in order of seniority, and the Employer shall not hire any new Employees in priority thereto, in any classification in which laid-off Employees are qualified.

ARTICLE XXII - SAFETY AND HEALTH

- 22.01 The Employer and the Union shall co-operate in promoting and improving the rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of Employees and which will provide protection from factors adverse to Employee health and safety. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with the Occupational Health and Safety Act.
- 22.02 All accidents will be reported, on the appropriate forms, to the Director of Community and Cultural Services or his/her designate, who will investigate all accidents as soon as possible after they occur.
- 22.03 (a) The Health and Safety Committee will adhere to the guidelines of their Terms of Reference and any applicable legislation.
- 22.03 (b) Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars as determined by the Health and Safety Committee and approved by the Director of Community and Cultural Services or designate.
- 22.04 The Employer and the Union agree to meet to discuss the possibility to provide modified work to an Employee returning to work from a Workers' Compensation injury or illness if such modified work is required for the Employee to return to work. Any modification of work shall only be upon mutual agreement of the parties to the Collective Agreement.
- 22.05 The employer will ensure that County-owned vehicle(s) used by employees in the performance of their regular duties are regularly maintained and will be in sound working order, as determined by a licensed motor vehicle mechanic.

Any concerns pertaining to the maintenance of such vehicles are to be brought to the attention of the employee's supervisor and/or representative of the joint health and safety committee for review.

ARTICLE XXIII - POSTING OF NOTICES

- 23.01 If the Union desires to post notices in the Library, such notices shall be first submitted to the Director of Community and Cultural Services or designate for approval. Bulletin boards in each office and all branches will be provided by the Employer for notices.

ARTICLE XXIV - JOB POSTING

- 24.01 (a) Subject to other relevant provisions of this Collective Agreement all new postings or vacant positions within the bargaining unit shall be communicated via electronic communications to all bargaining unit members. Any Employee desiring to be considered for permanent transfer or promotion to any such position may make application therefore by submitting his/her written application to the Director of Community and Cultural Services or designate.
- (b) Temporary full-time relief positions shall be communicated via electronic communications to all bargaining unit members for application by full and part-time Employees. Such positions shall be filled from the applications received on the basis of seniority, provided the senior Employee can perform the normal requirements of the job. An Employee who thus relieves in such a temporary position shall continue to accumulate seniority in accordance with article 21.02. Part-time Employees shall continue to be paid in accordance with Article 16.01. The Employer shall be required to post only the second and third vacancies for temporary full-time positions that result from the placing of a successful applicant in the primary temporary full-time position. The rate of pay for such position shall be calculated in accordance with Article 24.01 (c) or (d).
- (c) If an Employee posts for a position that is paid at a lower rate of pay, and is the successful applicant, the Employee would be paid the rate of pay for that posted position which shall be at the highest rate of pay in the new position which is not greater than the Employee's present rate of pay.
- (d) If an Employee posts for a position that is paid at a higher rate of pay, and is the successful applicant, the Employee would be paid the rate of pay for that posted position which shall be at least two percent (2%) higher than the previous wage rate but not to exceed the maximum rate of pay for the classification.

Definitions:

New Posting – A newly created position/classification.

Vacant Position – Employee was a successful candidate for another posting or leaves the employ of the County Library.

Temporary Posting – As per Article 1.01 and 24.01 (b).

- 24.02 All job postings shall contain a general summary of duties, rate of pay, qualifications and experience required, and date for final submission of applications which date shall not be less than ten (10) calendar days from the date of notice.

- 24.03 (a) A posted vacancy shall be filled from the applications received on the basis of seniority provided the senior Employee possesses the requisite qualifications and can perform the normal requirements of the job.
- (b) Outside applicants will not be considered for positions if an applicant from the bargaining unit can fulfill the requirements of the job posting.
- (c) Successful applicants shall be given a sixty (60) calendar day trial period in the new position. During that period, the Employee shall have the right to transfer back to the Employee's position which the Employee held prior to being awarded the posted position, if the Employee proves unsatisfactory or if the Employee does not wish to stay in the new position. Any Employee transferred as a result of subsequent postings shall also revert to the Employee's position held immediately prior to being awarded the subsequent posted position.
- 24.04 Electronic copies of all job postings shall be forwarded to the Unit Chairperson. The Employer shall notify the Employee and the Unit Chairperson of the acceptance or rejection of the Employee's application within thirty (30) days of the date fixed in the posting for the final submission of applications. A notice of the successful applicant will be communicated to all Bargaining Unit members.
- 24.05 Position descriptions, for new positions or positions requiring revisions, shall be prepared by the Employer in consultation with the Employee(s) involved, if applicable, and submitted to the Joint Job Evaluation Committee for evaluation. The process will be as per the jointly approved job evaluation program which was developed for the purpose of pay equity. Wage rates for new or revised positions shall be the subject of negotiations between the parties.

Where agreement is not reached, the issue may be processed through the grievance procedure and failing resolution may be referred to arbitration as specified in this Collective Agreement.

ARTICLE XXV - CORRESPONDENCE

- 25.01 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Director of Community and Cultural Services or designate and the Unit Chairperson, with a copy to the General Secretary of the Union, the Director of Human Resources, the CUPE Representative, and the Union shall notify the Employer of the name of the Unit Chairperson.

ARTICLE XXVI - DUES DEDUCTION

- 26.01 During the lifetime of this Agreement the Employer shall deduct biweekly, the dues as established by the Union, from the pay of all Employees covered by this Agreement. Such dues shall be remitted biweekly to the Financial Secretary of the Union. The said sums shall be accepted by the Union as the dues of those Employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses maintaining the Union. Notwithstanding the provision of Article 2.01 of this Agreement, it is understood and agreed that the provisions of this Article shall apply to probationary full time/part time Employees following the completion of one (1) full month of employment.

The Employer agrees to provide the Union on at least a quarterly basis with employee information kept on the Employer's record. Such information shall contain dues paying employees' name, address, telephone number, status and work location.

- 26.02 The Union indemnifies the Employer from any and all claims which may be made against the Employer for amounts deducted from pay in accordance with Article 26.01.

ARTICLE XXVII - TEMPORARY TRANSFERS

- 27.01 Any Employee who for the convenience of the Library is temporarily transferred to another job classification in which the rate of pay is different to that in effect in such Employee's regular job classification, shall be paid while so employed as follows:
- (a) If the rate of pay in the job classification to which the Employee is transferred is less than the Employee's regular pay, the Employee shall receive his/her own higher rate of pay.
 - (b) If the rate of pay in the job classification to which the Employee is transferred is higher than the Employee's regular pay, he/she shall be moved to a step in the grid providing a minimum of 2% increase but in no case beyond the job rate for the position.
 - (c) The temporary start date shall be the day upon which the Employee is assigned the essential duties of the job and at that time the Employee shall be advised of the end date of the transfer.

ARTICLE XXVIII - GENDER

- 28.01 Wherever the singular or masculine is used in this agreement, it shall be construed as if the plural or feminine has been used where the context so requires.

ARTICLE XXIX - TECHNOLOGICAL CHANGE

- 29.01 The Employer shall give the Union a minimum of sixty (60) days written notice, wherever possible, before the introduction of any technological change. The Union shall be given an opportunity to make a written submission to the Employer outlining any concerns the Union may have. If the Employer does not agree with the concerns raised in the Union's written submission, a meeting will be held to fully discuss the issues. In the event that the Employer should introduce new equipment which requires new or greater skills than are presently possessed by affected Employees, said Employees shall be given the first opportunity to upgrade themselves through approved study courses or training. The Employer shall pay the cost of any approved courses or training subject to County policy. When the Employer requires Employees to attend in-house training sessions outside of normal working hours, the time spent in such sessions shall be considered as time worked but will not result in overtime premiums being paid. Employees who are displaced from their existing group through technological change to a lower group shall be red-circled in the lower group until the rate for the new group reaches the red-circled rate. Employees who obtain a job in a higher group through technological change shall receive the rate of the new group.

ARTICLE XXX - RESTRUCTURING AND MERGERS

- 30.01 In the event that the Employer should merge, amalgamate, or combine/restructure any of its operations or functions with any other Municipal body, the Employer will use its best efforts to ensure retention of seniority, wages and benefits currently enjoyed by its Employees with the successor Employer. The Employer shall invite the Union to participate in meetings dealing with personnel related matters affecting bargaining unit Employees.

ARTICLE XXXI - DURATION

- 31.01 This Agreement shall become effective as of January 1, 2021 and shall remain in full force and effect until the 31st day of December, 2024, and from year to year thereafter unless notice of intention to terminate or amend this Agreement is given by either party not more than ninety (90) days nor less than thirty (30) days before the termination of the said Agreement.

ARTICLE XXXII - GENERAL

- 32.01 An electronic copy of the Collective Agreement shall be provided to every Employee, the Union, and the Employer. A printed copy of the collective agreement will be provided at each work location.

Signed at Central Elgin, Ontario this 12 day of March, 2021.

For the Union

Merrill Taylor

Merrill Taylor (Mar 11, 2021 12:13 EST)

Merrill Taylor

Kristy DePierro

Kristy DePierro (Mar 11, 2021 14:16 EST)

Kristy DePierro

Deanna Hindley

Deanna Hindley (Mar 11, 2021 16:09 EST)

Deanna Hindley

CRobinson

CRobinson (Mar 12, 2021 10:50 EST)

Catherine Robinson

For the Employer

A Thomson

Amy Thomson (Mar 10, 2021 17:25 EST)

Amy Thomson

Brian Masschaele

Brian Masschaele (Mar 11, 2021 09:17 EST)

Brian Masschaele

Natalie Marlowe

Natalie Marlowe

Heather Rosevear

Heather Rosevear (Mar 11, 2021 12:03 EST)

Heather Rosevear

APPENDIX "A"

Schedule A – Note

An Employee shall progress from his/her starting rate to the next step of the salary scheduled on the completion of twelve (12) months from date of hire or its equivalent 1,500 hours for a part-time Employee. Further progression shall occur on the completion of the appropriate time span measured from the last date of progression or its equivalent 1,500 hours for a part-time Employee. In the event of a reclassification progression, where applicable, shall occur on the completion of the appropriate time span measured from the effective date of the reclassification (or its equivalent for part-time Employees 1,500 hours).

APPENDIX "B"

| EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY 2021 | | | | | | |
|---|-------|--------|--------|--------|--------|----------|
| Position | Base | Step 1 | Step 2 | Step 3 | Step 4 | Job Rate |
| Library Technician | 22.95 | 23.90 | 24.77 | 25.75 | 26.70 | 27.77 |
| Collection Exchange Processing Clerk | 20.25 | 20.99 | 21.81 | 22.65 | 23.50 | 24.39 |
| Inter-Library Loans Clerk | 20.25 | 20.99 | 21.81 | 22.65 | 23.50 | 24.39 |
| Driver/Maintenance Person | 20.25 | 20.99 | 21.81 | 22.65 | 23.50 | 24.39 |
| Children's Program Person | 21.25 | 22.01 | 22.78 | 23.61 | 24.39 | 25.28 |
| Library Assistant | 20.43 | 21.30 | 22.13 | 23.01 | 23.94 | 24.91 |

| EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY 2022 | | | | | | |
|---|-------|--------|--------|--------|--------|----------|
| Position | Base | Step 1 | Step 2 | Step 3 | Step 4 | Job Rate |
| Library Technician | 23.35 | 24.32 | 25.20 | 26.20 | 27.17 | 28.26 |
| Collection Exchange Processing Clerk | 20.60 | 21.36 | 22.19 | 23.05 | 23.91 | 24.82 |
| Inter-Library Loans Clerk | 20.60 | 21.36 | 22.19 | 23.05 | 23.91 | 24.82 |
| Driver/Maintenance Person | 20.60 | 21.36 | 22.19 | 23.05 | 23.91 | 24.82 |
| Children's Program Person | 21.62 | 22.40 | 23.18 | 24.02 | 24.82 | 25.72 |
| Library Assistant | 20.79 | 21.67 | 22.52 | 23.41 | 24.36 | 25.35 |

| EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY 2023 | | | | | | |
|---|-------|--------|--------|--------|--------|----------|
| Position | Base | Step 1 | Step 2 | Step 3 | Step 4 | Job Rate |
| Library Technician | 23.77 | 24.76 | 25.65 | 26.67 | 27.66 | 28.77 |
| Collection Exchange Processing Clerk | 20.97 | 21.74 | 22.59 | 23.46 | 24.34 | 25.27 |
| Inter-Library Loans Clerk | 20.97 | 21.74 | 22.59 | 23.46 | 24.34 | 25.27 |
| Driver/Maintenance Person | 20.97 | 21.74 | 22.59 | 23.46 | 24.34 | 25.27 |
| Children's Program Person | 22.01 | 22.80 | 23.60 | 24.45 | 25.27 | 26.18 |
| Library Assistant | 21.16 | 22.06 | 22.93 | 23.83 | 24.80 | 25.81 |

| EFFECTIVE FIRST FULL PAY PERIOD IN JANUARY 2024 | | | | | | |
|---|-------|--------|--------|--------|--------|----------|
| Position | Base | Step 1 | Step 2 | Step 3 | Step 4 | Job Rate |
| Library Technician | 24.23 | 25.24 | 26.15 | 27.19 | 28.20 | 29.33 |
| Collection Exchange Processing Clerk | 21.38 | 22.16 | 23.03 | 23.92 | 24.81 | 25.76 |
| Inter-Library Loans Clerk | 21.38 | 22.16 | 23.03 | 23.92 | 24.81 | 25.76 |
| Driver/Maintenance Person | 21.38 | 22.16 | 23.03 | 23.92 | 24.81 | 25.76 |
| Children's Program Person | 22.44 | 23.24 | 24.06 | 24.93 | 25.76 | 26.69 |
| Library Assistant | 21.57 | 22.49 | 23.38 | 24.29 | 25.28 | 26.31 |

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE COUNTY OF ELGIN
(LIBRARY DEPARTMENT)**

(The "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 841

(The "Union")

1. All time for negotiation meetings will be paid in accordance with items 2 and 3 of this letter.
2. Paid Time – from the start time (which will be pre-set) to the maximum time of 4:30p.m., exclusive of any lunch break.
3. When a meeting concludes prior to 4:30p.m., the paid time for the day will be agreed upon by the parties, but will not exceed an additional hour.

Signed at Central Elgin, Ontario this 12 day of March, 2021.

For the Union

Merrill Taylor

Merrill Taylor (Mar 11, 2021 12:13 EST)

Merrill Taylor

Kristy DePierro

Kristy DePierro (Mar 11, 2021 11:14:16 EST)

Kristy DePierro

Deanna Hindley

Deanna Hindley (Mar 11, 2021 11:09 EST)

Deanna Hindley

C Robinson

C Robinson (Mar 12, 2021 10:50 EST)

Catherine Robinson

For the Employer

Amy Thomson

Amy Thomson (Mar 10, 2021 17:25 EST)

Amy Thomson

Brian Masschaele

Brian Masschaele (Mar 11, 2021 09:17 EST)

Brian Masschaele

Natalie Marlowe

Natalie Marlowe

Heather Rosevear

Heather Rosevear (Mar 11, 2021 12:03 EST)

Heather Rosevear

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE COUNTY OF ELGIN
(LIBRARY DEPARTMENT)**

(The "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 841

(The "Union")

It is agreed and understood between the Parties that beginning January 1, 2000 in a situation in which a branch library is closed because the building is being used as a polling station for Municipal, Provincial, Federal Elections or Referendums, the Library Administration will attempt to schedule individual Employee's hours, that were deleted by the closing of the building for the poll, into the next two pay periods. This procedure will only apply to closing the building for the use of the building for a polling station and to Employees who actually lose hours when this happens.

Signed at Central Elgin, Ontario this 12 day of March, 2021.

For the Union

Merrill Taylor

Merrill Taylor (Mar 11, 2021 12:13 EST)

Merrill Taylor

Kristy DePierro

Kristy DePierro (Mar 11, 2021 14:16 EST)

Kristy DePierro

Deanna Hindley

Deanna Hindley (Mar 11, 2021 16:09 EST)

Deanna Hindley

C. Robinson

C. Robinson (Mar 12, 2021 10:50 EST)

Catherine Robinson

For the Employer

Amy Thomson

Amy Thomson (Mar 10, 2021 17:25 EST)

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Brian Masschaele

Brian Masschaele (Mar 11, 2021 09:17 EST)

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LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE COUNTY OF ELGIN
(LIBRARY DEPARTMENT)**

(The "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION 841
LIBRARY EMPLOYEES**

(The "Union")

Driver Maintenance Coverage:

1. When the Driver/Maintenance Person is not available to drive the van to make deliveries or process material shipments the Employer may offer such work to another qualified Employee. Notwithstanding Articles 12.04 and 12.05 of the Collective Agreement, such work will be offered in the following manner:
 - i. Interlibrary Loans/Collection Exchange Processing Clerks shall have first right of refusal to perform such work; if not accepted, then
 - ii. Part-time Library Assistants, through an on-call system; if not accepted then,
 - iii. Library Technicians
2. Qualified employees may volunteer their names to be included on the Driver/Maintenance Person on-call list. The Library Coordinator or designate must call employees who have volunteered for on-call according to an on-call rotation schedule. The most senior employee on the list will be called first, if that person accepts the hours then the next available on-call hours will be offered to the next most senior employee on the on-call list for the next call. If the most senior person refuses the hours, then the on-call hours will be offered to the next most senior employee on the list. The Library Coordinator or designate is required to keep track of the persons called to ensure that the schedule rotates in succession.
3. The Employer guarantees that there will be no reduction of hours to main office staff positions as a result of this agreement.
4. Library Assistants already scheduled to work during the time additional hours become available cannot accept the new hours in place of hours already

scheduled. Additional hours may be accepted the same day as scheduled hours provided that an employee starts his/her scheduled shift no earlier than 3 p.m. that day. Employees can expect that completion of core responsibilities of Van Driver/Maintenance Person will require a minimum commitment of 5 hours per shift, beginning no later than 9 a.m.

5. Training required by employees to complete the assigned tasks may be offered in advance, or at the beginning of the scheduled shift.

Signed at Central Elgin, Ontario this 12 day of March, 2021.

For the Union

Merrill Taylor

Merrill Taylor (Mar 11, 2021 12:13 EST)

Merrill Taylor

Kristy DePierro

Kristy DePierro (Mar 11, 2021 14:36 EST)

Kristy DePierro

Deanna Hindley

Deanna Hindley (Mar 11, 2021 16:09 EST)

Deanna Hindley

CRobinson

CRobinson (Mar 12, 2021 10:50 EST)

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LETTER OF UNDERSTANDING

BETWEEN

CORPORATION OF THE COUNTY OF ELGIN

(LIBRARY DEPARTMENT)

(The "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 841

(The "Union")

It is agreed and understood between the Parties that effective September 21, 2020, Section 12.01 of the Collective Agreement shall be modified as follows:

12.01 The regular daily hours for all full-time Main Branch Employees covered under this Agreement shall consist of seven (7) hours per day from Monday to Friday inclusive. Core working hours shall be 9:00 a.m. to 4:30 p.m. The seven (7) hours shift of which must be agreed to with the Director of Community and Cultural Services or designate will have the flexibility of:

- (a) 8:30 a.m. to 4:30 p.m. with a one-hour lunch;
- (b) 9:00 a.m. to 5:00 p.m. with a one-hour lunch;
- (c) 9:00 a.m. to 4:30 p.m. with one half (1/2) hour lunch;
- (d) 8:00 a.m. to 4:00 p.m. with a one-hour lunch; or
- (e) 8:30 a.m. to 4:00 p.m. with one half (1/2) hour lunch.

The regular daily hours for full-time branch employees shall consist of seven (7) hours per day and shall be scheduled by the Employer. The Employer shall consult with the Union prior to changing established regular daily hours of the full-time branch staff.

Once a schedule is chosen, it may be changed upon the request by an Employee and mutually agreed upon by the Director of Community and Cultural Services or designate for changed circumstances or for special circumstances. Such mutual agreement shall not be unreasonably withheld. The hours of work for part-time Employees shall be as scheduled by the Employer.

Signed at Central Elgin, Ontario this 12 day of March, 2021.

For the Union

Merrill Taylor

Merrill Taylor (Mar 11, 2021 12:13 EST)

Merrill Taylor

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