

SOURCE	UNION		
EFF.	89	01	01
TERM.	91	12	31
No. OF EMPLOYEES	121		
NOMBRE D'EMPLOYES	121		

0535604



THIS AGREEMENT made and entered into
this 27th day of February, 1989.

BETWEEN:

**THE
LONDON PUBLIC LIBRARY BOARD**
(hereinafter referred to as "the Board")

of the FIRST PART

- and -

**THE LONDON LIBRARY EMPLOYEES'
UNION, LOCAL UNION 217, CANADIAN
UNION OF PUBLIC EMPLOYEES**
(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 Board and the members of the Union, to promote co-operation and understanding between the Board 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 of its employees, save and except the:

- Director
- Manager, Personnel Services
- Curators
- Co-ordinators
- Department Heads
- Business Administrator
- Coordinator — Community Relations
- Manager Physical Plant
- Supervisor of Caretakers
- Secretary to the Director
- Secretary to the Manager, Personnel Services
- Secretary to Co-ordinators Central and Branch Libraries
- Accountant
- Research Librarian
- Students hired for the school vacation period
- Temporary employees
- Pages

and 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 toward a peaceful and amicable settlement of any differences that may arise between them.

(b) Permanent part-time employees are persons hired to work each week more than ten hours but less than seventeen and one-half hours on a permanent basis. The application of the Collective Agreement to permanent part-time employees is set out specifically in Appendix "C".

(c) Historical Interpreters are persons hired to work part-time and no more than 35 hours each week for Museums. The application of the Collective Agreement to Historical Interpreters is set out specifically in Appendix "D".

1.02 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 2

UNION SECURITY

2.01 The Board 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 monthly. 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 monthly.

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

- 2.03 The Union agrees to keep the Board advised of the names of its officers and members, as well as negotiating committee members, both upon their election and following changes as such may occur.
- 2.04 The Board agrees to advise the Union of the names of its negotiating committee members on their appointment but not later than sixty days prior to the termination of this Agreement.
- 2.05 The Board undertakes to acquaint new employees with the fact that a Union Agreement is in effect with the same privileges being accorded the Union.
- 2.06 The Union shall be advised of a probationary employee's first working day and a Union representative will be allowed a 15 minute interview that day during which the probationary employee will be provided with a copy of the Collective Agreement.

ARTICLE 3

DEFINITIONS

3.01 *Permanent Employee*

- (a) The term employee in this contract shall be taken to mean employee of The London Public Library Board as defined in Article 1.
- (b) A professional employee shall be considered a permanent employee after serving a six month probationary period.
- (c) A clerical employee hired at or above the C60 level (See C10 - C110, Appendix A) after serving a six month probationary period shall be considered a permanent employee.
- (d) All other employees (i.e., Clerical, Maintenance, etc.) after serving a three

month probationary period shall be considered permanent employees.

- (e) 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.

3.02 **Professional Employees**

A. **Professional Librarians**

A professional Librarian is defined as one who holds a Bachelor, Master or Doctorate of Library and/or Information Science from an institution recognized by the London Public Library Board.

B. **Professional Museum Staff**

A Professional Museum Staff member is defined as one who:

- (a) Holds a certificate from the Ontario College of Art (A.O.C.A.), or a similar institution, or holds an equivalent certificate from a recognized institution; or
- (b) Holds a specialist degree or certificate from a recognized university; or
- (c) Holds a degree in **museology**.

3.03 **Clerical Assistants**

A Clerical Assistant is defined as one listed in the Categories C10 - C110 of Appendix A.

3.04 **Driver Clerks and Maintenance**

A Driver Clerk/Maintenance Worker is defined as one listed in Categories M10 - M60 of Appendix "A".

3.05 **Technicians**

A Technician is defined as one who holds a certificate in Technology from an accredited institution.

3.06 Casual and Temporary Employees

- (a) Casual or temporary employees are persons hired for not more than thirty consecutive weeks, or as otherwise **agreed upon** between the Board and the Union, for special projects, during periods of heavy work load 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 or temporary employee shall not become a permanent or probationary employee nor be covered by any of the terms or conditions of this Agreement save as expressly set out in this Article.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES

4.01 The Union **acknowledges** that it is exclusively the function of the Board 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 lay-off or that an employee has been suspended or discharged without just and reasonable cause may be treated as a griev-

ance 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) to manage the affairs of the Board and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, equipment to be used, and all other matters concerning the Board's operations not otherwise specifically dealt with elsewhere in **this Agreement**.

4.02 The Board 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 Board 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 Board and the Union agree that there shall be no discrimination by the Board, the Union or any employee against any employee.

ARTICLE 6

REPRESENTATION

6.01 The Board agrees to recognize a committee of not more than five persons (as 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 Board shall not be required to meet with more than three members of the committee at any one time.

6.02 The Board agrees to recognize a Labour-Management Committee which shall consist of not more than four employees appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period and four representatives of the Board. The purpose of the Labour-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 days before each meeting of the Committee. The Chair will alternate between Management and the Union.

6.03 The Board further recognizes the right of the Union to appoint or otherwise select a Negotiating Committee of not more than

five 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.

- 6.04 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.
- 6.05 The Union shall keep the Board notified, in writing, of the names of the persons selected or appointed in accordance with Articles 6.01, 6.02 and 6.03 above and the effective date of their appointments.
- 6.06 The Board shall not enter into any agreement with any employee which is inconsistent with the provisions of this Agreement.

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 he has first given his immediate supervisor an opportunity of adjusting his complaint. If an employee has a complaint, he shall discuss it with his immediate supervisor within five working days after the circumstances giving rise to the complaint have occurred; failing settlement within two ~~working days~~ thereafter, it may then be taken up as a grievance within two working days following advice of the immediate supervisor's decision in the following manner and sequence:

STEP NO. 1

The employee may present his grievance to his immediate supervisor. The grievance shall be in writing on a grievance form **approved by** the Board 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 supervisor shall deliver his decision in writing within five working days following the presentation of the grievance to him. Failing settlement:

STEP NO. 2

Within three working days after the decision in Step No. 1 is given, the employee (who may request the assistance of a committeeman) may submit the grievance in writing to the **Manager**, Personnel Services, or his designate, who shall deliver his decision in writing within three working days following the presentation of the grievance to him. Failing settlement:

STEP NO. 3

Within ten working days after the decision in Step No. 2 is given, the grievor, who may request the assistance of the Grievance Committee, may submit the grievance in writing to the Secretary of the Board or his designate. A meeting will then be held within **20 working** days between the Secretary of the Board or his designate and the Grievance Committee and an accredited representative of the Union shall be present at the request of either the Board or the Union. The decision of the Secretary of the Board or his designate shall be delivered in writing within seven working days. It is understood that the Secretary of the Board or his designate

may have such counsel and assistance as he may desire at any such meeting.

- 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 ten 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 Board 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 by-passed.
- 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.

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 nominate an arbitrator. Within five days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of five working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial C h a i r m a n .
- 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 Chairman, 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 the arbitrator appointed by it, and the parties will share equally the expenses, if any, of the Chairman 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 The release of a probationary employee will not be subject to the Grievance Procedure.
- 9.02 A claim by an employee who has completed his probationary period that he 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 Board at Step No. 2 of Article 7 within three 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 Board's action, or
 - (b) reinstating the employee without loss of seniority and with full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable;

ARTICLE 10

WORKING HOURS

- 10.01 A normal work week shall consist of thirty-five hours on a five day (Monday to Saturday) basis for all employees covered in this Agreement.
- 10.02 (a) All authorized time worked outside the normal work day, the normal work week, 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. All time off must be taken within ninety days of the occurrence of overtime and must be on a date (or dates) mutually agreed upon by the employee and his supervisor.
- (b) All overtime work shall be approved by an administrator (A-category) 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 work day" and "normal work week" 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 his regular scheduled hours for the purpose of avoiding overtime payment.
- 10.04 Maintenance employees called in to work outside of their regularly scheduled hours

shall be entitled to time and one-half for all hours worked with a minimum of three hours' pay at straight time rates. This provision shall apply only where an employee has completed his regular shift that day and it is further understood that where such period overlaps and extends into the employee's next-regularly scheduled shift, he shall be paid only time and one-half to the commencement of such shift,

- 10.05 (a) If Sunday openings are established outside of a normal work week of thirty-five hours, the premium shall be double time for all employees so working on Sunday. Work performed by caretakers on Sunday which form part of their regular Monday hours shall be paid for at the regular straight time hourly rate and shall be excluded from this Article.
- (b) In the event Sunday openings are required, the Board agrees to discuss with the Union the scheduling of such work on a rotating basis to avoid as much inconvenience as is practical to the employees concerned.
- 10.06 All employees shall be entitled to a fifteen minute break period in the forenoon and in the afternoon or in each half of a shift, as the case may be.
- 10.07 Overtime work in excess of the normal work week shall be voluntary except in cases of extenuating circumstances.

ARTICLE 11

PAID HOLIDAYS

- 11.01 The Board 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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Lieu Day

The birthday (or day celebrated by proclamation for the celebration of the birthday) of the reigning monarch, and any other day declared by a competent authority to be a holiday (within the meaning of the Bills of Exchange Act).

One additional floating holiday to be observed during the period of December to the following January at a time mutually agreed upon by each employee and his/her supervisor.

The one Lieu Day (for Remembrance Day) as above shall be afforded to each employee by the employee's supervisor at a mutually agreeable time provided two weeks prior notice is given by the employee. The Lieu Day must be taken in the calendar year and an employee must be on the active payroll of the Board on November 11th of each year to be so entitled.

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.

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 calendar days after the holiday by mutual agreement between the employee

concerned and his supervisor. If a paid holiday falls or is observed during an employee's vacation period, he 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 his regular straight time rate of pay.
- (b) An employee required to work on a holiday shall be paid at one and one-half times his regular straight time rate of pay for all hours worked on the holiday in addition to any holiday pay to which he may be entitled.
- (c) In order to qualify for any of the holidays mentioned in Section 11.01 without loss of pay, an employee must work his 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

Employees shall receive an annual vacation with pay in accordance with seniority prior to the first day of May in a year as follows:

(a) **Clerical, Maintenance Employees
Driver Clerks effective May 1, 1985**

1 year seniority — 15 days
7 years seniority — 20 days
20 years seniority — 25 days
25 years seniority — 30 days

(b) **Professionals hired prior to May 1, 1985**

1 year seniority — 20 days
20 years seniority — 25 days
25 years seniority — 30 days

(c) **Professionals hired May 1, 1985 or later**

1 year seniority — 15 days
7 years seniority — 20 days
20 years seniority — 25 days
25 years seniority — 30 days

(d) Employees with less than one year of seniority as of **May** 1 shall receive vacation pro-rated in accordance with the appropriate schedule above.

(e) In the event that an employee becomes entitled to additional vacation through seniority during the vacation year, such vacation must be taken after the employee's employment anniversary date and within six months of that date, or at such later time as may be agreed upon.

(f) Notwithstanding anything in the above, any employee referred to in Sections (a), (b) and (c) of Article 12, and who remains on the staff for less than six calendar months shall be

entitled to vacation pay only as prescribed in The Employment Standards Act, 1974, and amendments thereto.

- (g) The word "year" as used in this Article (except in reference to seniority) means the period commencing on the 1st day of May and ending on the 30th day of April next following.
- (h) Employees while on leave of absence under 13.01 (d) or 13.01(j) for a period of longer than two (2) weeks will receive a prorated vacation entitlement following the year in which the vacation was earned, allowing entitlement for only those months the employee was not on leave in excess of two (2) weeks.

ARTICLE 13

LEAVE OF ABSENCE

13.01 No employee shall be absent from his or her duties without deduction from salary except:

(a) ***Bereavement Leave***

- (i) In the event of 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 four days for the purpose of attending or making arrangements for the funeral. The immediate family of an employee shall mean the spouse, child, mother, father, sister or brother of the employee.
- (ii) In the case of the death of an employee's mother-in-law, father-in-law, grandmother or grandfather, or grandchild, time off with pay on the same basis as recited in

“Article 13.01 (a) (i) shall be allowed up to a maximum of two daysa .

- (iii) In the event of the death of an employee's uncle, aunt, cousin, nephew, niece, sister-in-law, or brother-in-law, the employee shall be permitted to be absence from work for one day with pay to attend the funeral if such is held on a day which would normally be a working day for the employee.

(b) ***Sick Leave***

As provided by sick leave regulations of the Board and adopted by Resolution (Appendix “B”, effective May 1963) which shall form an integral part of this Agreement. Sections 6 and 7 shall not apply to employees hired after April 30, 1985.

(c) ***Conference or Convention Leave***

- (i) Time off to include travelling 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 Board to members of the staff chosen by the Board and the Director to attend such professional conferences.
- (ii) Two 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 Director, and Manager, Personnel Services be granted sufficient absence with pay

to attend such conference, convention or other Union business.

(d) **Special Leave**

A written request for leave of absence by a member of the staff may be granted with or without pay at the discretion of the Board and the Manager, Personnel **Services**, when, in the opinion of the Board and the Manager, Personnel Services, the granting of such a request would enhance the value of the employee in his work and would not in any way interfere with the conduct of the London Public Libraries and Museums.

(e) **Jury or Witness Duty**

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

(f) **Maternity Leave**

- (i) Upon presentation of a Physician's Certificate, leave of absence without pay (and no employee shall receive sick pay in accordance with Appendix B of this Agreement) shall be granted to a maximum of six months for pregnancy. Application shall be made no later than the fifth month of pregnancy, and the employee shall continue to work as long as her physical condition permits. The physician's certificate shall be returned to the employee, and the Manager, Personnel Services, shall enter on the employee's record only the fact that he is satisfied that the request for leave of absence is justified.

An employee shall not be granted such a maternity leave unless the employee has attained at least twelve (12) months of seniority as of the date of the application for the leave.

- (ii) The employee shall notify the Manager, Personnel Services, in writing at least two weeks in advance of her availability to return to work. On return from maternity leave, the employee shall be returned to a job in her last job classification in a manner consistent with the seniority provision of this Agreement.
- (iii) All welfare benefits provided for in Article 14 of this Agreement shall be continued in force while the employee is absent on maternity leave. The premium cost for these benefits shall be shared by the Board and the employee in accordance with the provisions of Article 14. In the event the employee does not return for a minimum of two weeks of employment following the expiry of the maternity leave the employee shall refund to the Library Board the premium costs for welfare benefits provided by the Board during the duration of the employee's maternity leave.
- (iv) Maternity leave may be terminated by the Manager, Personnel Services, prior to the normal expiry date if the employee submits to the Manager, Personnel Services a certificate from a qualified medi-

cal practitioner to the effect that the employee's health will not be impaired by returning to duty at an earlier date, and providing notice is given as aforementioned.

(g) Leave for Union Officers

The President and/or his or her appointee of the Union, may be granted time off by his immediate supervisor to attend **to** urgent Union business, such time off to be recorded by the hour and reported to the Director quarterly.

(h) Adoption Leave

The Board will grant a leave of absence without pay to an employee who has attained one year's seniority and who becomes the adoptive parent of a child for a period not exceeding six months, including the time both before and after becoming the adoptive parent.

(i) Paternity Leave

An employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery. Leave of absence without pay and benefits shall be granted for a period not to exceed four (4) weeks.

(j) Leave for Personal Reasons

The Board 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 Manager,

Personnel Services who shall give his 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.

ARTICLE 14

HOSPITAL, MEDICAL, PENSIONS AND GROUP INSURANCE

- 14.01 The London Public Library Board shall pay 100% of the premiums for the Ontario Health Insurance Plan (including semi-private option) or, where applicable, the difference between 100% of the above premium and that percentage of the premium paid by the spouse's employer. The aforementioned difference shall be paid to each eligible employee in December of each year for that calendar year or portion thereof. Employees hired after April 30, 1979 and eligible to be enrolled in O.H.I.P. through the spouse's employer paying at least 50% of the premium shall be required to enroll through the spouse's employer and the aforementioned requirement shall continue to December 31, 1994.
- 14.02 The contributory retirement system as set up by the City of London in By-law 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 15th, 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 Em-

employees' Retirement System. The normal retirement age for male and female employees, as set out in any pension or retirement plan, shall not be compulsory, but may be extended, one year at a time, at the discretion of the Board.

Effective May 1, 1985 OMERS will be extended to include permanent part-time employees covered in Appendix "C" 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 Workmen's Compensation and by the Regulations of the Workmen's Compensation Board.
- 14.04 The Board agrees to provide a Blue Cross E.H.C. Plan as per brochure #714-33 (known locally as the City of London Plan) and further that the Board agrees to pay 100% of the premiums for this Plan.
- 14.05 The London Public Library Board shall pay 66-2/3% of the premiums for an 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 times an amount equal to his annual salary calculated to the next \$1,000. up to a maximum of \$50,000. Effective January 1, 1991 the London Public Library Board shall pay 75% of the premiums for this coverage.
- 14.06 The London Public Library Board shall pay 50% of the premiums for a Blue Cross Dental Plan, #9, (current O.D.A. Schedule). Effective January 1, 1989 Blue Cross Rider #2 (which includes a 50/50 co-payment for services will be added). The London Public Library Board shall pay 50% of the pre-

miums. Effective January 1, 1990 Blue Cross Rider #4 (which includes a 50/50 co-payment for services) will be added. The London Public Library Board shall pay 50% of the premiums. Effective January 1, 1991 the London Public Library Board shall pay 60% of the premiums for all dental benefits.

14.07 Vision Care to be introduced at 100% employer paid premiums with coverage of \$100.00 maximum per family member every two (2) years effective November 1, 1988.

ARTICLE 15

VACANCIES, PROMOTIONS AND SENIORITY

15.01 (a) All vacancies and promotions shall be posted in all agencies of the London Public Libraries and Museums for not less than five (5) working days. Whenever possible vacancies arising from normal retirement shall be posted 60 days prior to the employee's normal retirement. The Union shall receive a copy of all such postings.

(b) In the event an employee is absent at a time of a job posting, the Union President may place an application on behalf of the absent employee. Any such absent **employee** must be available for an interview within seven working days of the close of the posting or the application may not be considered.

15.02 The Board shall be required to post only the second and third vacancies that result from the placing of a successful applicant in the primary vacancy. Should the successful applicant for such vacancy be unsatisfactory, he shall be returned to his former job and

the vacancy may be filled without further posting. An employee who is declared a successful applicant for any posted vacancy shall not be eligible for another posted vacancy for a period of six (6) months after being transferred to his new position, unless otherwise agreed to by the Manager, Personnel Services.

- 15.03 In the selection of a successful applicant, Group Seniority will be given first consideration, qualifications being equal. Permanent employees promoted to a higher category shall be given up to ~~three~~ three months to prove their ability and, if they fail to do so, shall be returned to a position in their former category without loss of seniority, within that category. In the event that a permanent ~~employee~~ employee promoted to a higher category feels that he is unable to perform or is unsuited for the job in the higher category, the employee may request to be returned to his previous position in his former category without loss of seniority provided that the request is made within three months of the time of commencement in the higher category. In the event that an employee is returned to his former job, the vacancy occasioned by the return of the employee to his former job may be filled without further posting. The applicants for the initial vacancy will be considered by the Manager, Personnel Services, prior to making such appointment.
- 15.04 On the promotion of an employee to a new or senior position, the employee is to be notified in writing, the notification to include the employee's new salary. After the completion of the trial period, the confirmation or denial of the promotion 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 lay-off to a maximum of twelve months;
 - (iii) while on any leave of absence with pay;
 - (iv) while on any leave of absence without pay up to six months;
 - (v) when absent from work when he is prevented from performing his work by reason of an injury arising out of and in the course of his employment for the Board and for which he is receiving compensation under the provisions of The Workmen's Compensation Act.
- (b) A probationary employee as defined in Article 3.01 (a), (b), (c) and (d) herein of this Agreement shall not have his or her 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 lists and he 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 three seniority lists com-

prising employees in the following groups:

List A-Clerical Employees

List B-Maintenance Employees and employees in the classification of "Driver Clerk".

List C--Professional Employees as indicated in the salary schedules attached hereto.

- (d) The Board shall post seniority lists referred to in (c) above within **thirtv** 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 his seniority date within fifteen working days after the list is posted. A revised seniority list shall be thereafter posted yearly.
- (e) An employee shall lose all seniority and be deemed to have quit for the following reasons:
- (i) if the employee quits;
 - (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 days without notice, unless a reason satisfactory to the Board is given;
 - (iv) if he **utilizes** a leave of absence for purposes other than those for which the leave of absence may be granted;
 - (v) if an employee is laid off and is notified by the Board to return

to work, and if such employee fails to notify the Board within three working days of his receipt of such notice of his intent to return to work and is absent seven calendar days after a notification to do so by registered mail, telegram or other personal contact;

- (vi) where an employee fails to notify the Board of any change of address, the Board 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 Board within twelve months from date of lay-off;
- (viii) the Board agrees that where a change in **organization** within The London Public Library Board may deprive a staff member of employment, every effort will be made to transfer the affected employee to an equal occupation within The London Public Library Board system.

ARTICLE 16

LAY-OFF AND RECALL PROCEDURE

16.01 In cases of lay-off and recall from lay-off, group seniority shall govern subject, however, to the remaining employees being qualified to perform the available work. It is further understood, however, that this section shall not apply with respect to lay-

offs, the duration of which is expected to be less than five days. No more than five such days may be used per employee per year.

- 16.02 Grievances concerning lay-offs in excess of five 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 his 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 lay-offs are being made, members of the Local Executive Board (four 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.

ARTICLE 17

NEW OR RECLASSIFIED POSITIONS

- 17.01 A manual of job descriptions shall be provided to the Union by January 1st of each year, and a supplement showing each new job description shall be provided as new jobs are created.
- 17.02 A job rating committee composed of:
Manager, Personnel Services, Chairman
Head of Division
One other employee of the Board excluded from the bargaining unit
and
Three of the following representatives of the Union —
1 Professional Librarian
1 Clerical
1 Driver Clerk/Maintenance
1 representative of the Union

shall be set up and shall meet as often as required at the call of the Manager, Personnel Services, or the Union. An agenda for each meeting shall be submitted to the other party by the party calling the meeting. This committee shall review any job evaluation that has been brought to its attention, shall re-rate such a position if necessary, and shall rate any new position that may have been created. The committee shall recommend its findings at the next regular meeting of the Board.

- 17.03 Any rates established by the Library under this provision may be subject to challenge under the Grievance Procedure (within fifteen working days from date of notification to the Union). If a grievance proceeds to arbitration under this section, the Arbitration Board shall be restricted solely to determining the appropriate wage rate applicable in relation to other related wage rates within the bargaining unit.

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 (26 pays per year). The pay will be deposited to the employee's bank of choice.
- 18.03 An employee who is required to perform the duties of a higher rated position during the absence of the incumbent shall be paid at the same step in the higher classification the employee is paid in his/her normal classification for that period of time so employed, save and except the first twenty consecutive

working days of such employment necessitated by the absence of the incumbent for reason of sick leave, annual vacation, temporary assignment, or other leave of absence.

- 18.04 An employee promoted to a position in a higher paid classification shall be paid the annual salary in the new classification at the same year level the employee was paid in his previous classification, except for the trial period during which the employee shall be paid at the year level which is one year below the aforementioned.

ARTICLE 19

PROTECTION OF POSITION

- 19.01 The Board 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 his employment.

ARTICLE 20

GENERAL

20.01 *Clothing Allowance*

The London Public Library Board shall provide uniforms on an annual basis for all members of the Maintenance staff. The uniforms so provided shall be used solely while at work for the Board.

20.02 *Special Compensation*

- (a) Employees shall be compensated for expenses authorized by the Director and/or Business Administrator incurred on Library Board business.

- (b) Employees using their own automobiles on Library and/or Museum business shall receive 20 cents per kilometer if authorization of the Director and/or Business Administrator has been obtained. It is further agreed that coach return train fares may be paid in lieu of the mileage allowance in the following manner:

One return train fare for employees driving alone.

Two return train fares for employees driving with one passenger.

Three return train fares for employees driving with two passengers, providing that the driver and passengers are employees travelling under authorization.

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 Secretary; and, if by the Board, to the Secretary of the Union unless otherwise specified.

20.04 Education Allowance

The Board agrees to pay 80% of the cost of a course of instruction relating to an employee's work whereby the employee is able to better qualify himself to perform the job. This payment shall be made only in the event that the Board, in its discretion, authorizes the payment. Payment under this Article is limited to tuition fees and examination fees to a maximum of \$250.00 in any one year. 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 Board and the Union.

ARTICLE 21

TERM OF AGREEMENT

21.01 This Agreement shall be effective from January 1st, 1989, and continue in effect until December 31st, 1991, and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing not less than thirty days prior to the expiration date that it desires to amend or terminate the Agreement.

21.02 Negotiations shall begin within thirty 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the 27th day of February, 1989.

FOR THE BOARD:

PETER VAN **DER WESTEN**

Chairman of the Board

REED OSBORNE

MAUREEN **O'LEARY-PICKARD**

MARGARET MITCHELL

WILLIAM MASON

ED **ORENDORFF**

FOR THE UNION:

PENNY **WIEST**

Union Committee Chairperson

DAVID FOLEY

CUPE Representative

SHIRLEY ALLEN

DELILAH **DEANE CUMMINGS**

CANDACE DICKINSON

MAUREEN **PEDLIHAM**

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 Board and the Union agreed to the inclusion in the bargaining unit of Miss Curry? Mrs. Boehmert and Miss Tovee, whose classifications are Area Librarian. Arts and Science: Area Librarian. Humanities; and Chief Clerk, Circulation Area, respectively. The Board indicated that it did not intend to apply to the Ontario Labour Relations Board for a determination that these three persons exercised managerial functions and are not therefore employees for the purposes of The Labour Relations Act. (1971)
2. 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 Board adopted the policy of considering its present employees for vacancies in positions excluded from the bargaining unit. To this end, the Board 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. (1976)
3. 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 Board adopted the policy that changes in the hours of work and technological changes will be discussed by the Labour-Management Committee. (1977)
4. 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 Board adopted the policy that a permanent full time employee as of May 1, 1979 will not be laid off as a direct result of automation with the London systems.

Any such employee declared redundant as a direct result of such automation will be offered employment elsewhere in the system in the same classification and at the same salary.

In the event that automation may require new or greater skills than are possessed by an employee, the employee so affected shall at the expense of the Board undertake such training as is required by the Board. Job classification and salary rates will not be changed during this training period.

Automation shall mean the application of computers and peripheral equipment to library systems. (1979)

If an employee who regularly operates a V.D.T., becomes pregnant, at the employee's request, the Employer will make every effort to transfer the employee to another position within the organization.

5. During the recent collective bargaining negotiations between the London Public Library Board and the London Library Employees' Union, Local 217, Canadian Union of Public Employees, the Board agreed to discuss the effects of automation on Job Evaluation at the Labour-Management Committee and that the Union may add an ex-officio member from the bargaining unit to its Committee. (1979)

LETTER OF UNDERSTANDING

The parties agree that concerns affecting staffing and contracted out services may be discussed at Labour Management Committee. This Letter of Understanding is effective until December 31, 1991.

APPENDIX "A"

SALARIES

1. (a) **Professional Employees**

Effective January 1st, 1989 to December 31st, 1989, salary schedules with categories and rates of pay within each category as follows:

Cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
L10	\$20,132	\$20,531	\$23,541	\$24,402	\$25,258					
L20	21,987	22,424	25,736	26,673	27,610	\$28,549	\$29,486	\$30,421	\$31,294	\$32,293
L30	24,456	24,894	28,563	29,498	30,437	31,371	32,306	33,244	34,184	35,116
L40	25,387	25,824	29,630	30,567	31,502	32,439	33,376	34,316	35,250	36,185
L50	26,313	26,752	30,687	31,625	32,562	33,502	34,435	35,374	36,310	37,249
L60	27,240	27,748	31,908	33,000	34,093	35,183	36,511	37,369	38,463	39,552
L70	28,163	28,672	32,969	34,062	35,155	36,249	37,337	38,430	39,522	40,615

1. (b) Effective January 1st, 1990 to December 31st, 1990, salary schedules with categories and rates of pay within each category as follows:

Cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
L10	\$20,998	\$21,414	\$24,553	\$25,451	\$26,344					
L20	22,932	23,388	26,843	27,820	28,797	\$29,777	\$30,754	\$31,729	\$32,640	\$33,682
L30	25,508	25,964	29,791	30,766	31,746	32,720	33,695	34,673	35,654	36,626
L40	26,479	26,934	30,904	31,881	32,857	33,834	34,811	35,792	36,766	37,741
L50	27,444	27,902	32,007	32,985	33,962	34,943	35,916	36,895	37,871	38,851
L60	28,411	28,941	33,280	34,419	35,559	36,696	38,081	38,976	40,117	41,253
L70	29,374	29,905	34,387	35,527	36,667	37,808	38,942	40,082	41,221	42,361

42

1. (c) Effective January 1st, 1991 to December 31st, 1991, salary schedules with categories and rates of pay within each category as follows:

cat.	Mill.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.	8 Yrs.
L10	\$21,901	\$22,335	\$25,609	\$26,545	\$27,477					
L20	23,918	24,394	27,997	29,016	30,035	\$31,057	\$32,076	\$33,093	\$34,044	\$35,130
L30	26,605	27,080	31,072	32,089	33,111	34,127	35,144	36,164	37,187	38,201
L40	27,618	28,092	32,233	33,252	34,270	35,289	36,308	37,331	38,347	39,364
L50	28,624	29,102	33,383	34,403	35,422	36,446	37,460	38,481	39,499	40,522
L60	29,633	30,185	34,711	35,899	37,088	38,274	39,718	40,652	41,842	43,027
L70	30,637	31,191	35,866	37,055	38,244	39,434	40,617	41,806	42,994	44,183

2. (a) *Clerical Employees*

Effective January 1st, 1989 to December 31st, 1989, salary schedules with categories and rates of pay within each category as follows:

cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.
C10	\$11,846	\$12,055	\$13,498	\$13,948	\$14,400	\$14,850	\$15,301	\$15,751	\$16,199
C20	13,034	13,279	14,936	15,465	15,992	16,519	17,041	17,572	18,095
ढ C30	14,226	14,504	16,373	16,973	17,576	18,175	18,777	19,373	19,972
C40	15,410	15,689	17,732	18,332	18,933	19,530	20,131	20,731	21,329
C50	16,597	16,913	19,169	19,846	20,524	21,198	21,875	22,546	23,223
C60	17,788	18,105	20,534	21,211	21,889	22,563	23,239	23,913	24,586
C70	18,978	19,324	21,968	22,715	23,464	24,217	24,962	25,713	26,463
C80	20,164	20,512	23,330	24,076	24,825	25,578	26,325	27,077	27,826
C90	21,352	21,738	24,754	25,583	26,409	27,234	28,063	28,889	29,719
C110	23,936	24,380	27,763	28,720	29,677	30,633	31,590	32,545	33,505

2. (b) Effective January 1st, 1990 to December 31st, 1990, salary schedules with categories and rates of pay within each category as follows:

Cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.
C10	\$12,355	\$12,573	\$14,078	\$14,548	\$15,019	\$15,489	\$15,959	\$16,428	\$16,896
C20	13,594	13,850	15,578	16,130	16,680	17,229	17,774	18,328	18,873
C30	14,838	15,128	17,077	17,703	18,332	18,957	19,584	20,206	20,831
C40	16,073	16,364	18,494	19,120	19,747	20,370	20,997	21,622	22,246
C50	17,311	17,640	19,993	20,699	21,407	22,110	22,816	23,515	24,222
C60	18,553	18,884	21,417	22,123	22,830	23,533	24,238	24,941	25,643
C70	19,794	20,155	22,913	23,692	24,473	25,258	26,035	26,819	27,601
C80	21,031	21,394	24,333	25,111	25,892	26,678	27,457	28,241	29,023
C90	22,270	22,673	25,818	26,683	27,545	28,405	29,270	30,131	30,997
C110	24,965	25,428	28,957	29,955	30,953	31,950	32,948	33,944	34,946

2. (c) Effective January 1st, 1991 to December 31st, 1991, salary schedules with categories and rates of pay within each category as follows:

	Cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.	7 Yrs.
	C10	\$12,886	\$13,114	\$14,683	\$15,174	\$15,665	\$16,155	\$16,645	\$17,134	\$17,623
	C20	14,179	14,446	16,248	16,824	17,397	17,970	18,538	19,116	19,685
	C30	15,476	15,779	17,811	18,464	19,120	19,772	20,426	21,075	21,727
CH	C40	16,764	17,068	19,289	19,942	20,596	21,246	21,900	22,552	23,203
	C50	18,055	18,399	20,853	21,589	22,328	23,061	23,797	24,526	25,264
	C60	19,351	19,696	22,338	23,074	23,812	24,545	25,280	26,013	26,746
	C70	20,645	21,022	23,898	24,711	25,525	26,344	27,155	27,972	28,788
	C80	21,935	22,314	25,379	26,191	27,005	27,825	28,638	29,455	30,271
	C90	23,228	23,648	26,928	27,830	28,729	29,626	30,529	31,427	32,330
	C110	26,038	26,521	30,202	31,243	32,284	33,324	34,365	35,404	36,449

3. (a) ***Driver Clerk/Maintenance Employees***

Effective January 1st, 1989 to December 31st, 1989, salary schedules with categories and rates of pay within each category as follows:

cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.
M10	\$16,393	\$16,638	\$18,770	\$19,310	\$19,838	\$20,362	\$20,932	\$21,413
M20	17,283	17,564	19,876	20,478	21,079	21,680	22,277	22,875
M30	18,471	18,751	21,236	21,836	22,435	23,037	23,633	24,237
M40	19,364	19,644	22,257	22,858	23,458	24,059	24,659	25,260
M50	20,549	20,866	23,694	24,371	25,044	25,721	26,397	27,074
M60	21,738	22,088	25,130	25,879	26,628	27,378	28,126	28,872

45

Maintenance employees on the 11:00 p.m. to 7:00 a.m. shift only shall be paid shift bonus of twenty-seven (27¢) cents per hour effective January 1, 1988.

3. (b) Effective January 1st, 1990 to December 31st, 1990, salary schedules with categories and rates of pay within each category as follows:

Cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.
M10	\$17,098	\$17,353	\$19,577	\$20,140	\$20,691	\$21,238	\$21,832	\$22,334
M20	18,026	18,319	20,731	21,359	21,985	22,612	23,235	23,859
4 M30	10,265	19,557	22,149	22,775	23,400	24,028	24,649	25,279
M40	20,197	20,489	23,214	23,841	24,467	25,094	25,719	26,346
M50	21,433	21,763	24,713	25,419	26,121	26,827	27,532	28,238
M60	22,673	23,038	26,211	26,992	27,773	28,555	29,335	30,113

Maintenance employees on the 1 1:00 p.m. to 7:00 a.m. shift only shall be paid shift bonus of twenty-seven (27¢) cents per hour effective January 1, 1988.

3. (c) Effective January 1st, 1991 to December 31st, 1991, salary schedules with categories and rates of pay within each category as follows:

Cat.	Min.	6 Mo.	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.	6 Yrs.
M10	\$17,833	\$18,099	\$20,419	\$21,006	\$21,581	\$22,151	\$22,771	\$23,294
M20	18,801	19,107	21,622	22,277	22,930	23,584	24,234	24,885
M30	20,093	20,398	23,101	23,754	24,406	25,061	25,709	26,366
M40	21,065	21,370	24,212	24,866	25,519	26,173	26,825	27,479
M50	22,355	22,699	25,776	26,512	27,244	27,981	28,716	29,452
M60	23,648	24,029	27,338	28,153	28,967	29,783	30,596	31,408

49

Maintenance employees on the 11:00 p.m. to 7:00 a.m. shift only shall be paid shift bonus of twenty-seven (27¢) cents per hour effective January 1, 1988.

4. Increments

AU automatic increments are to be made from the beginning of the month in which the anniversary falls.

5. Retroactive Pay

Retroactive pay in the amount of the salary increase effective on the date of ratification will apply to all employees who were employed as of January 1, 1989 and is retroactive to date of hire for all employees hired since that date based on the actual time worked.

APPENDIX **"B"**
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) (i) "Employee" shall mean any salaried, full-time person in the employ of the London Public Library Board as of April 30, 1985, or any part-time person who is employed as of April 30, 1985 on a permanent basis and who is scheduled to work at least one-half the number of hours worked by a full-time employee.
- (ii) Any permanent full-time or part-time employee hired after April 30, 1985 shall be entitled only to Sections 2, 3, 4, 5, 8, 9 and 10 herein and, further Sick Leave Credits shall accumulate to a maximum of ninety (90) days.
- (b) "Board" shall mean The London Public Library Board.
- (c) "Continuous Service" shall mean that period of unbroken employment with the Board, calculated from the date of the beginning of an employee's then current service with the Board, or from January 1st, 1945, whichever period is shorter. 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 Board by reason of attaining or passing a retirement age under any pension scheme of the Board, or by reason of the Board retiring the employee on pension because of illness, disease, or injury.

2. Save as hereinafter mentioned, an employee who is employed between the first and seventh day inclusive of a month, at the conclusion of the last working day of that month shall have earned and have credited $1\frac{1}{2}$ working days of Sick Leave Credits; an employee who is employed after the seventh day of any month, at the conclusion of the last working day of the month following shall have earned and have credited $1\frac{1}{2}$ working days of Sick Leave Credits. Such Sick Leave Credits to accumulate at the rate of $1\frac{1}{2}$ working days 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 Board awarded by The Workers' Compensation 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. Provided that in no case shall Sick Leave Credits be given for service prior to the 1st day of January, 1945. From such Sick Leave Credits there shall be deducted all days during such period of continuous service since the 1st day of January, 1945, for which an employee

has received from the Board remuneration during absence due to illness or injury. Such credit shall be accumulated from year to year except that employees hired after April 30, 1985 shall accumulate credit to a maximum of ninety (90) 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 one-half the normal week shall be entitled to Sick Leave Credits computed on a pro rata basis; but employees working less than one-half the normal work 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 occupation, and as a result is receiving Workers' Compensation as awarded by the Workers' Compensation Board, the employee shall receive the difference between regular pay and the award of the Workers' Compensation 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. If an employee's Sick Leave Credits have been exhausted, the employee may, when absent through illness or injury, make a written application to the Board for leave of absence without pay, which the Board may grant in its sole and uncontrolled discretion, or the Board may, of its own initiation, grant such leave for such time as it may see fit. The

time during which an employee is on leave of absence or absent through illness or injury, after Sick Leave Credits have been exhausted, shall not be taken into consideration in calculating additional Sick Leave Credits.

5. An employee must provide good and sufficient proof of illness upon return to work or within fifteen calendar days of the beginning of illness whichever period is shorter and must be furnished for every fifteen day period or part thereof. Proof of illness may be established by visitation reports from the Department of Public Health of the City of London on the request of the Board. Such proof may take the form of a certificate of a qualified medical or dental practitioner but it will be mandatory that it take the form of a certificate of a qualified medical or dental practitioner if illness is longer than five working days. At any time, the Board has the right to disallow use of Sick Leave Credit if, in its opinion, good and sufficient proof of illness has not been provided. If an employee is to retire within a period of twelve months, then no further Sick Leave Credit shall accrue during absences from work during that year. For an illness of more than five working days, notice of expected return to work must be provided by the employee during the working day prior to such return.
6. Every employee who was actively employed by the Board prior to May 1, 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 Board for good and sufficient cause — leave with pay or an amount equal to his/her salary or wages for one-half the number of days standing to the employee's credit and, in any event, not in excess of the amount of one-half 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.

7. Where an employee who was an employee prior to May 1, 1985 dies while in the employ of the Board, having then had at least 8 years' continuous service with the Board, the Board 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.
8. The Board shall maintain records pertaining to employees' Sick Leave Credits, additions to and deductions therefrom and of all employees reported on the sick and injured list. Information as required shall be furnished by Supervisors on regular Weekly Attendance Report forms.
9. The Board shall furnish to each employee by March 31st of each year, a record of sick leave accumulated by that employee up to and including December 31st of the previous year.
10. The provisions of paragraph 65(b) of Section 352 of The Municipal Act, R.S.O. 1970, with respect to the transfer of Sick Leave Credits shall apply.
11. Effective January 1, 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 90 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, 1985 and who then transferred to part time may be vested for a future cash surrender value as outlined in Item 6 of this Appendix.

APPENDIX "C"

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, 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 more than 10 hours but less than 17½ hours during the period Monday to Saturday inclusive.
2. The probationary period shall be twice the periods specified in Article 3.01 (b), (c), and (d).
3. Employees required to work up to thirty-five hours in a week shall be paid at their regular rate of pay and overtime rates shall be paid for all hours worked over 35 hours in a week.
4. There shall be a 15 minute break during each 3½ hours of work in a day.
5. Employees shall receive the specified paid holidays and be paid for such holidays on a pro rata basis. An employee not scheduled to work on the day on which a holiday is observed shall receive the holiday pay or lieu time.
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 except 13.01(b) Sick Leave. Effective January 1, 1989 part-time employees shall be entitled to the provisions of Article 13.01(b) as outlined in Appendix "B".

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, 14.04 and 14.05 (effective January 1, 1980). Article 14.02 shall apply effective May 1, 1985 for service thereafter. Article 14.06 and 14.07 shall not apply to permanent part-time employees.
9. Seniority shall accumulate on a pro rata basis.
10. Article 20.04 shall not apply to permanent part-time employees.
11. Employees shall be paid in the manner described in Article 18.02.
12. Salary progression shall apply only to time worked after April 30, 1978. Each employee shall be placed at the 6 month level on May 1, 1978 and shall receive an increment on his anniversary date thereafter. (Service shall be pro rated in the same fashion as seniority.)
An employee hired after April 30, 1978 shall be placed at the starting salary and shall progress accordingly.
13. Pro rata shall mean an employee's regularly scheduled hours of work per week over thirty-five.

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.

APPENDIX "D"

This Appendix shall apply to and set forth the conditions of employment of Historical Interpreters.

The provisions of the Collective Agreement shall apply to Historical Museum Interpreters with the following modifications:

3.01(f) Probation is linked to existing probation periods on a pro rata basis.

10.01 (b) For Historical Interpreters the normal work week shall not be more than 35 hours during the period Monday to Sunday inclusive.

10.02(d) For Historical Interpreters all authorized time worked in excess of 7 hours per day or 35 hours per week shall be considered overtime and shall be treated as in 10.02 (a).

10.05 Does not apply.

11.01 The Board agrees to recognize the following: All employees within the scope of this Appendix who are not required to work on the following holidays shall be paid the regular rate of pay for each of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

The birthday (or day celebrated by proclamation for the celebration of the birthday) of the reigning monarch, and any other day declared by a competent authority to be a holiday (within the meaning of the Bills of Exchange Act).

- 11.02 Does not apply.
- 11.03(e) Historical Interpreters will receive for each holiday listed in Appendix D 11.01 the average daily earnings of the employee involved as calculated in accordance with the Employment Standards Act.
- 12 Historical Interpreters will receive 5% vacation pay with each pay cheque.
- 13.01 Historical Interpreters will be allowed leaves of absence as outlined in 13.01 (a), (c), (e), (f), (g), (h), (i).
- 14 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. Articles 14.04, 14.05, 14.06 and 14.07 do not apply to Historical Interpreters.
- 17 The Historical Interpreters will be rated on the clerical scale for classification.
- 20.04 Does not apply.
- NOTE Pro rata will be calculated based on annual hours worked divided by the normally scheduled annual hours for full-time employees.
- Appendix B — Does not apply.
- Appendix C — Does not apply.

