

**COLLECTIVE AGREEMENT**

BETWEEN:

THE

**LONDON PUBLIC LIBRARY BOARD**

(hereinafter referred to as “the Board”)



and -

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

**LONDON LIBRARY EMPLOYEES'  
UNION**

(hereinafter referred to as “the Union”)

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THIS AGREEMENT made and entered into this  
**6th** day of March, 2001.

BETWEEN:

THE

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

of the FIRST PART - and -

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 217  
LONDON LIBRARY EMPLOYEES UNION  
(hereinafter referred to as "the Union")

of the SECOND PART

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain and develop the existing harmonious relations between the 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 employees who are employed by the London Public Library Board, save and except the following:

Management and Administrative positions exempted by virtue of the Ontario Labour Relations Act (hereafter cited as OLRÁ)

Pages

Students hired for the school vacation period or by virtue of agreement of the parties.

*(The parties agree that the attached Appendix B is a complete list of excluded positions, which have been agreed to by the parties as of the date of ratification.)*

When new positions are created they will be referred to the Classification Review Committee, An updated list will be posted and provided to the Union annually, and when changes occur to the list of excluded positions.

- (b) The Library Board, or anyone authorized on its behalf, hereby consents to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- (c) 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 "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 monies monthly to the authorized officers of the Union, as specified in writing, addressed to the Secretary.

**2.03** The employer agrees to advise **all** new employees upon hire with the London Public Library that a Collective Agreement **is** in effect, to provide employees with a copy of such Agreement, and to advise that an interview will be conducted to acquaint



the new employee with the benefits and duties of Union membership. The Union shall be advised of a casual or probationary employee's first working day and a Union representative will be allowed a one-half hour interview that day during which the new 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 an 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 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.

**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**

- (a) Casual employees are persons hired for special projects, during periods of heavy workload or to replace permanent employees absent due to illness, leave of absence, vacation or for any other reason.
- (b) Such employees shall **be** paid at the hourly rate equivalent to an annual rate not less than the minimum nor more than the maximum annual salary for the position filled.
- (c) Notwithstanding any other provisions of this Agreement, a casual employee shall not become a permanent or probationary employee; or he covered by any of the terms or conditions of this Agreement save for Articles 2,5,7, and 10. With respect to article 10.03, it is understood that shifts offered to casual employees may include split shifts solely at the employer's discretion. Holiday pay and vacation pay shall be in accordance with the Employment Standards Act.
- (d) Casual employees will not accumulate seniority. The employer will record accrued service time of casual employees (on a pro rata basis for part-time work). Effective January 1, 1999, the employer will consider accrued service time of casual employees in hiring new

permanent employees or for temporary positions within the scope of this Collective Agreement.

Should a casual employee be the successful applicant for a posted permanent vacancy, he/she shall be credited with seniority for previous service as calculated above, except that progression within the salary grid shall commence upon appointment to permanent positions only

- (e) It is understood and agreed that management may discipline or dismiss a casual employee for any bona fide reason providing that it does not act in bad faith.

## **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 layoff or that *an* employee has been suspended or discharged without just and reasonable cause may be treated as a grievance as provided under the Grievance Procedure

- (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- (d) manage the affairs of the 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 parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, transfer, layoff, recall, discipline, classification, discharge or otherwise related to the administration of this Collective Agreement because of age, sexual orientation, sex, marital status, race, creed, colour, nationality, ancestry, family relationship, physical disability, nomination for an election or appointment to a political office, place of origin, nor by reason of his or her membership or activity in the Union.

**5.02** The Board endorses the right of every employee to work in an environment free from harassment and providing employees with a process for resolving harassment complaints that might arise.

## **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. The Board agrees to give a minimum of 60 days notice to, and to openly discuss with, the Union representatives through the Labour-Management

Committee, any substantial reorganization or changes, including those arising from technological change and outsourcing, to the Library system which might have a direct impact upon employees. The Union will be provided in advance with such information as may be required to meaningfully discuss matters which come before the Committee.

**6.03** The 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. The Negotiating Committee shall be granted three **(3)** days off duty with pay for the purpose of preparing proposals for negotiations with the Board.

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

**6.05** The Board shall not enter into any agreement with any employee which is inconsistent with the provisions of this Agreement.



**6.06** Classification Review Committee shall consist of three management and three Union representatives for the purpose of reviewing positions being proposed to be excluded from or included in the Bargaining Unit. The Committee shall operate in accordance with the related Terms of Reference.

**6.07** Job Evaluation Committee shall consist of up to three management representatives and up to three Union representatives for the purpose of evaluating new or revised jobs. Meetings shall be at the call of either party, and an agenda shall be submitted to the other party by the party calling the meeting.

**6.08** Health and Safety Committee - the Joint Health and Safety Committee shall consist of three Union and three management representatives for the purpose of performing the duties prescribed by the Occupational Health and Safety Act.

**6.09** Pay for time spent by Union representatives related to the Committees above shall be paid for by the employer consistent with the established practice: for Labour-Management, Job Evaluation, and Classification Review, pay shall be for meeting time with management; for Negotiating, pay shall be for meeting time with management plus the three days per representative noted; for Grievance **and** Health and Safety, pay shall be for meeting time with management and reasonable investigation time related to the business of the Committees.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**7.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted **as** quickly **as** possible, and it **is** understood that an employee has no grievance until the employee's immediate supervisor has first been given an opportunity to adjust the complaint. If an employee has a complaint, it shall be discussed with the employee's immediate manager within five working days after the circumstances giving rise to the complaint have become known or ought reasonably to have become known; 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 manager's decision in the following manner and sequence:

#### **STEP NO. 1**

The employee may present a grievance to the immediate manager, and may have the assistance of the area grievance steward in doing so. The grievance shall be in writing on a grievance form approved by the 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

manager shall deliver a decision in writing within five working days following the presentation of the grievance. 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 committee member) may submit the grievance in writing to the Manager, Human Resources, or designate, who shall deliver a decision in writing within three working days following the presentation of the grievance. The assistance of the Grievance Committee may be requested by either the griever or the employer. It is agreed that the parties to this Agreement may have the assistance at any time, of any representative, solicitor or other authorized agent as they may require, at Step No. 2 of the Grievance Procedure or at any subsequent stage. Failing settlement:

#### STEP NO. 3

Within ten working days after the decision in Step No. 2 is given, the griever, who may request the assistance of the Grievance Committee, may submit the grievance in writing to the Chief Executive Officer or designate. A meeting will then be held within twenty (20) working days between the Chief Executive Officer or designate and the Grievance Committee and an accredited representative of the

Union shall be present at the request of either the Board or the Union. The decision of the Chief Executive Officer or designate shall be delivered in writing within seven working days. It is understood that the Chief Executive Officer or designate may have such counsel and assistance as may be desired 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 bypassed.

**7.05** No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was initiated under the Grievance Procedure except **as** to any clerical or other error of a similar nature, involving an employee's salary

## **ARTICLE 8**

### **ARBITRATION**

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

Where both parties agree, a single arbitrator with the same limitation and powers as a Board of arbitration

may be substituted for a Board of arbitration, except it is understood that either party may unilaterally apply for a sole arbitrator under the “expedited arbitration” provisions of the OLRA.

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

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

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

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

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

**8.07** The time limits fixed in both the Grievance

and Arbitration Procedures may be extended by consent of the parties to this Agreement.

## **ARTICLE 9**

### **DISCHARGE AND DISCIPLINE PROCEDURE**

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

**9.02** A claim by an employee who has completed the probationary period that the employee 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) any other arrangement which may be deemed **just** and equitable

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

## **ARTICLE 10**

### **WORKING HOURS**

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

#### **10.02**

- (a) All authorized time worked outside the normal workday, the normal workweek, shall be considered as overtime for all employees who shall receive, at the discretion of the employee, compensation or time off at the rate of time and one-half ( $1\frac{1}{2}$ ). 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 the supervisor.
- (b) All overtime work shall be approved by a Director or Manager prior to its occurrence except in cases of emergency wherein a supervisor may approve such required overtime.



- (c) For the purposes of this Agreement, the terms “normal workday” and “normal 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 an employee’s regular scheduled hours for the purpose of avoiding overtime payment. The supervisor and the employee may agree to a split shift if the scheduling is mutually agreeable.

**10.04** Employees who work seven-hour (7) shifts 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 (3) hours pay at straight time rates. This provision shall apply only where an employee has completed the regular shift that day and it is further understood that where such period overlaps and extends into the employee’s next regularly scheduled shift, the employee shall be paid only time and one-half to the commencement of such shift. Callback does not apply to scheduled split shifts.

**10.05**

- (a) If Sunday openings are established outside of a normal work week of thirty-five (35) hours,

the premium shall be double time for **all** employees so working on Sunday. Work performed by caretakers on Sunday which forms 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 (15) 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 emergency circumstances.

**10.08** Employees working longer than nine hours continuously shall be entitled to a meal allowance of \$10.00.

**10.09** Special Provisions – MIS Division: in addition to the provisions of 10.02 (c), it is further understood that incumbents in the MIS Division will be expected to work irregular hours on occasion, such right to be exercised in a reasonable manner. The incumbent(s) may refuse to work the irregular hours asked of them,

if they are able to satisfy the employer that there are extenuating circumstances. Compensatory time off for overtime on the basis of one and a half hours (1<sup>1/2</sup>) for each hour so worked afforded for work outside the normal work day or week (regardless of the day of the week) or compensation on that basis, at the discretion of the employer. Compensatory time off will be scheduled as mutually agreed upon by the employee and the Manager. The parties recognize that, in the event of Library Sunday openings, Article 10.05 applies to MIS staff.

## **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	Lieu day for Remembrance Day
Victoria Day	Floating holiday to be observed
Canada Day	during the period December
Christmas Day	to the following January
Civic Holiday	Boxing Day

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

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

Employees who do not observe the following holidays – Good Friday, Easter Monday, Thanksgiving Day, Christmas Day, and Boxing Day – and require absence from work for the purpose of religious observance may substitute a day off with pay at their regular rate of pay for each of the foregoing holidays. The day substituted for the foregoing holidays must be identified by the Province of Ontario’s “Schedule of Religious Holidays Requiring Absence from Work for Observance” or supported by a letter from a responsible representative of the faith. In addition, and without limiting the generality of the foregoing, for aboriginal employees, the Winter Solstice (December **21**) and the National Day of Solidarity for Native Peoples (June **21**) are deemed to be religious holidays requiring absence from work. **An** employee wishing to take advantage of this program must declare in writing to the Manager, Human Resources by January 15 each year the days he/she wishes to take off with pay and which of the foregoing holidays

he/she intends to work in substitute. Approval will be granted except in cases where it is not operationally practical to do so. An employee making use of this provision shall not be required to work on any of his/her declared holidays unless there is an emergency or the employee consents, upon request. In the event of work on the declared holidays the employee shall be entitled to holiday pay as set out in Article 11.03 (b). The work done on the Christian holiday by those taking advantage of this program shall be paid at the regular rate (i.e., not at premium rate).

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

**11.03**

- (a) Holiday pay will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday at the employee's regular straight time rate of pay
- (b) An employee required to work on a holiday shall be paid at one and one-half (1<sup>1/2</sup>) times

the regular straight time rate of pay for all hours worked on the holiday in addition to any holiday pay to which the employee may be entitled.

- (c) In order to qualify for any of the holidays mentioned in Section 11.01 without loss of pay, an employee must work the 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:

1 year seniority	15 days
7 years seniority	20 days
16 years seniority	25 days
23 years seniority	30 days

- (a) Employees with **less** than one year of seniority as of May 1 shall receive vacation pro-rated in accordance with the schedule above.
- (b) 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 **(6)** months of that date, or at such later time as may be agreed upon.
- (c) Employees covered under Article 12 who remain *on* the staff for **less than six (6)** calendar months shall be entitled to vacation pay only as prescribed in the Employment Standards Act.
- (d) 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.
- (e) Employees while *on* leave of absence under 13.01(d) or 13.01(h) for a period of longer than two **(2)** weeks will receive a pro-rated 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 work 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 five (5) 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 event of the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandparents-in-law, or grandchild, time off with pay on the same basis ~~as~~ cited in Article 13.01 (a) (i) shall be allowed up to a maximum of three (3) days.



(iii) In the event of the death of an employee's uncle, aunt, cousin, nephew or niece, the employee shall be permitted to be absent from work for one day with pay for the purpose of attending or making arrangements for 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 "C", 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 Chief Executive Officer to attend such professional conferences.

(ii) Two (2) members of the Union elected or appointed to represent the Union at a conference, convention or other Union business, may, with the approval of the Chief Executive Officer, and Manager, Human Resources, 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, Human Resources, when, in the opinion of the Board and the Manager, Human Resources, the granting of such a request would enhance the value of the employee in the employee's work and would not in any way interfere with the conduct of the London Public Library

(e) **Jury or Witness Duty**

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

**(f) Leave for Family Responsibilities**

**(i) Pregnancy Leave**

An employee who has had thirteen (13) weeks of continuous service immediately prior to the effective date of leave, shall be eligible for pregnancy leave.

Length of leave is established as follows:

- (1.) A combined total of fifty-two (52) weeks leave (including seventeen (17) weeks pregnancy leave and thirty-five (35) weeks parental leave as defined in the Employment Standards Act), shall be granted upon a request in writing. The total length of the leave may be extended at the discretion of the Board.
- (2.) An employee shall apply in writing as far in advance as possible, but no later than two (2) weeks before the date of leave is to begin, unless circumstances beyond the

control of the employee are involved, stating the specific dates for which the pregnancy leave is desired. The request must outline the dates the leave is expected to commence and conclude, identify whether the employee wishes to continue employee-paid benefits and be accompanied by a certificate from her attending physician attesting to the pregnancy and indicating the probable date of delivery.

- (3.) The employee may cease work at any time during the pregnancy, upon recommendation of her attending physician. The employee shall notify the Manager, Human Resources, in writing at least four (4) weeks in advance should she request an adjustment of the original return to work date.
- (4.) When the employee returns to work upon expiration of the authorized leave, she shall be

entitled to return to the position she most recently held, if it still exists, or to a comparable position if it does not, in a manner consistent with the seniority provisions of this Agreement.

(ii) Parental Leave

- (1.) A new parent is eligible for a leave of absence without pay of up to thirty-five (35) weeks if a pregnancy leave was taken, or up to thirty-seven (37) weeks if a pregnancy leave was not taken. The leave must begin within fifty-two (52) weeks of the child being born or coming into the custody, care and control of a parent. Parental leave shall be granted to an employee with at least thirteen (13) weeks of continuous service upon written request to the employer, at least two (2) weeks before the leave. The request must outline the dates the leave is expected to commence and conclude,

identify whether the employee wishes to continue employee-paid benefits and be accompanied by a certification attesting to the child's arrival date.

(2.) In the event that an employee chooses to take both pregnancy leave and parental leave, the combined time to be spent on both leaves shall not exceed fifty-two (52) weeks.

(3.) **An** employee on parental leave as provided for in this Agreement shall be entitled to the same benefits, terms and conditions as an employee on pregnancy leave.

(iii) Family Responsibilities - Emergency Leave

It is understood and agreed that reasonable time off will be granted to employees to attend to family members who require care and attention due to short-term illnesses or emergencies. The employee shall be allowed a maximum of two (2) days per calendar

year and such days shall be deducted from the employee's banked sick days. If one or both of these two days is not used in a calendar year, the unused days may be carried forward to the following years to a maximum of **five (5)** working days, to be used as outlined in this Article and to be deducted from the employee's banked sick days.

**(g) Leave for Union Officers**

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

**(h) Leave for Personal Reasons**

The 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, Human Resources, who shall give a decision within **five (5)** working days. This decision shall be in writing setting forth length of leave, if granted, whether with or without pay, and any other applicable conditions. A leave of absence may be granted in arrears where necessary.

For a leave resulting from an extended illness or non work-related injury, leave will be granted unless management feels further medical documentation is required. Benefit coverage during the leave will continue as outlined in Article 14. Payment of premiums by the employer will not exceed a period of two (2) consecutive years. If employment continues beyond that time the employee will be required to pay **all** premium costs of benefit coverage. Any outstanding sick leave credits will be frozen at the beginning of the leave of absence. Sick leave credits will not accumulate from the beginning of the leave until the employee returns to work.

**(i) Self Funded Leave**

- (1) The London Public Library Board shall permit employees in any classification having at least five (5) years continuous service as a permanent employee of the Board to enter into a voluntary arrangement to defer twenty percent (20%) of normal base salary for a period of twenty-four (24) or forty-eight (48) months in order to fund a paid absence of **six (6)** or twelve (12) months respectively. Participation in the plan consists of the funding period,



of either twenty-four (24) or forty-eight (48) months, followed immediately by the leave of absence period of six (6) or twelve (12) months.

- (2.) Employees **shall** be limited to a paid absence of twelve (12) months in every ten (10) years.
- (3.) Upon return from the leave of absence the employee shall return to his/her permanent position.
- (4.) During the leave of absence seniority will accrue, vacation entitlement will accrue and the employee will progress in a salary range as if he/she were at work. Sick leave will not accumulate during the paid leave.
- (5.) Employees in the bargaining unit will continue to pay monthly union dues during the leave of absence.
- (6.) The Library Board shall reserve the right to limit total simultaneous participation in the plan in order that only a predetermined number of employees will be on paid leave at any time.

## ARTICLE 14

### HOSPITAL, MEDICAL, PENSIONS AND GROUP INSURANCE

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

**14.02** The contributory retirement system as set up by the City of London in Bylaw numbers: A - 2618(a) - 50; A - 2988 - 184; A - 2988(A) - 185; P - 74 - 167: adopted by the London Public Library Board: and the Resolution of the London Public Library Board dated June 15, 1964, providing for the Ontario Municipal Employees Retirement System, Contract No. 324066. It is agreed that the Canada Pension Plan will be integrated with the Ontario Municipal Employees Retirement System. The normal retirement age for 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 "D" of the Collective Agreement as well as permanent full-time employees. Credited service in OMERS shall be earned on a pro-rata basis for employees who **work** less than full-time.

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

**14.04** The Board agrees to provide an Extended Health Care (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. This Plan will include vision care coverage of \$150.00 (\$200.00 effective July 1, 2001) maximum per family member in a twenty-four (24)-month period, except in the case of prescription changes for dependent children under 21 years of age then \$100.00 (\$150.00 effective July 1, 2001) maximum every twelve (12) months. Prescription dispensing fees will be capped at \$7.11 per prescription as employees are able to access the network pharmacies included in the London Health Care Partnership (HCP) program, effective July 1, 2001.

**14.05** The London Public Library Board shall pay 75% 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 (2<sup>1/2</sup>) times an amount equal to the employee's annual salary calculated to the next \$1,000.00, up to a maximum of \$250,000.00.

**14.06** The London Public Library Board shall pay 60% of the premiums for dental plan coverage, Plan #9 (current O.D.A. schedule). Riders #2 and #4

include a 50/50 co-payment for service structure. Effective July 1, 2001, the London Public Library Board shall pay 75% of the premiums for all dental plan coverage.

**14.07** The benefits in Article 14.04, 14.05 and 14.06 shall be provided to retirees who retire on an unreduced OMERS pension after January 1, 1993, until age 65 as per the terms of the Collective Agreement.

**14.08** The London Public Library Board will provide and administer the benefit plans through the insurer(s), which they exclusively have the right to select, and provided the insurer(s) maintain equal or better coverage than currently provided.

## **ARTICLE 15**

### **VACANCIES, PROMOTIONS AND SENIORITY**

#### **15.01**

- (a) (i) All vacancies which the employer intends to fill, including new bargaining unit positions, and all temporary vacancies greater than twenty-four (24) weeks, but less than two (2) years shall be posted as soon as possible in all agencies of the London Public Library for not less than five (5) working days. Whenever possible

vacancies arising from normal retirement shall be posted **sixty (60)** days prior to the employee's normal retirement. The Union shall receive a copy of all such postings.

- (ii) All temporary vacancies greater than fifteen (15) weeks but less than twenty-four (24) weeks shall be advertised by a notice of vacancy and will not be subject to the posting provisions of the Collective Agreement.
- (iii) Except upon the mutual agreement of the parties to extend temporary appointments, upon completion of a temporary assignment permanent employees will be returned to their first (permanent) position as will any permanent employee who was promoted or transferred as a result of the temporary assignment.
- (iv) Notwithstanding 15.01 (a)(v), it is specifically noted that casual employees appointed to temporary vacancies shall not be entitled to the same insured benefits as permanent employees, nor shall they accrue seniority while in such appointments, or be eligible for sick leave.

- (v) After thirty consecutive weeks, excluding approved absent time, in a particular temporary assignment, a casual employee will be entitled to insured benefits and sick leave for the remainder of the temporary appointment.
- (vi) 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 (7) working days of the close of the posting or the application may not be considered.

**(b) Modified Work Program**

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

**15.02** The Hoard shall be required to post only the second and third vacancies that result from the placing of a successful applicant in the primary vacancies. Should the successful applicant for such vacancy be unsatisfactory, the employee shall be returned to the 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 a new position, unless otherwise agreed to by the Manager, Human Resources.

**15.03** In the selection of a successful applicant, Group Seniority will be given first consideration, qualifications being relatively equal. Permanent employees promoted to a higher category shall be given up to three months' trial period 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 promoted to a higher category feels unable to perform or is unsuited for the job in the higher category, the employee may request to be returned to the previous position in the employee's 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 the former job, the vacancy occasioned by the return of the employee to the former job may be filled without further posting. The applicants for the initial vacancy will be considered by the Manager, Human Resources, prior to making such an 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 layoff to a maximum of eighteen 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 the employee is prevented from performing the work by reason of an injury arising out of and in the course of employment for the Board and for which the employee is receiving compensation under the provisions of The Workers' Safety and Insurance Act



- (vi) when an employee with at least one year of seniority moves from one seniority group into another, the employee is placed at the year one **level** within the new group and progresses accordingly thereafter. Seniority from the previous group is frozen at the **level** accrued when the employee left the group. Seniority accrued in the previous groups may be used for job postings and layoff procedures *within* that group.
- (b) A probationary employee as defined in Article 3.01 (a), (b), (c) and (d) herein of this Agreement shall **not** have the employee's name placed upon the seniority lists herein provided for until such time as the probationary period referred to has been completed. Upon completion of such period, the employee's name shall be placed on the appropriate seniority lists and the employee shall be credited with the seniority actually accumulated. It is further understood that the foregoing will not affect the length of the probationary period, save and except those employees on approved leave of absence wherein it is clear that seniority does not accumulate.
- (c) For the purposes of this Agreement there shall be three seniority lists comprising 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 thirty days of the execution of this Agreement. After such posting, each list shall become final with respect to the employees designated therein except as to any employee who disputes under the Grievance Procedure the accuracy of the seniority date within fifteen working days after the list is posted. A revised seniority list shall be thereafter posted twice a year on January 31 and July 31.
- (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 an employee utilizes a leave of absence for purposes other than those for which the leave of absence may be granted, or fails to return to work upon the expiration of the leave unless a reason satisfactory to management is provided. In the case of failure to return, the employee will be advised of termination of seniority within seven working days of the termination, with a copy to the Union. Any disputes regarding the basis for termination **of** seniority will be taken up at the third step of the Grievance Procedure, at which time the employer will fairly consider the circumstances of the employee's failure to return to work upon the expiration of the approved leave. Failing agreement, the matter may be referred to arbitration
- (v) if an employee is laid off and is notified by the Board to return to work, and if such employee fails to notify the Board within three working days of the

receipt of such notice of intent to return to work and is absent seven calendar days after a notification to do so by registered mail, 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 eighteen months from date of layoff
- (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

**15.06** An employee who accepts a temporary position outside of the bargaining unit shall retain earned seniority (“retained seniority”) subject to the following rules:

- (a) Retained seniority shall be calculated as of the day the employee leaves a union position for a non-union position.
- (b) No additional seniority shall accumulate until the employee returns to a union position.
- (c) While the employee is in a non-union position, retained seniority shall not be recognized for any purpose and specifically shall not be used for job posting or layoff purposes.
- (d) Notwithstanding any other provisions of this Agreement, no employee in a union position shall be displaced as a result of the return of any employee to the bargaining unit (with retained seniority).
- (e) If there are no internal bargaining unit applicants with seniority and if the employee with retained seniority is successful under Article 15.01, the retained seniority will immediately be valid for all purposes.
- (f) **An** employee transferred out of the bargaining unit can be returned to their previous permanent position if the return occurs within twenty-four **(24)** months of transfer.

15.07 An employee who accepts a permanent position outside the bargaining unit shall forfeit all rights covered under this Agreement.

## **ARTICLE 16**

### **LAYOFF AND RECALL PROCEDURE**

**16.01** In case of layoff and recall from layoff, an employee's seniority within the groups outlined in Article 15.05 (c) shall govern subject, however, to the remaining employees being qualified to perform the available work.

**16.02** Grievances concerning layoffs in excess of five (5) days shall be initiated at Step No. 2 of the Grievance Procedure.

**16.03** A new employee will not be hired to fill a vacant position if there is a laid-off employee who has retained seniority and is available and meets the minimum qualifications for that position.

**16.04** In order that the operations of the Union will *not* become disorganized when layoffs are being made, members of the local 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.

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

## **ARTICLE 17**

### **NEW OR RECLASSIFIED POSITIONS**

**17.01** A manual of job descriptions shall be provided to the Union by January 1 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, Human Resources, Chairman

Director or Manager

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, Human Resources, 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** All automatic increments are to be made from the beginning of the month in which the anniversary falls.

**18.04** 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 the employee’s normal classification for that period of time so employed, save and except the first five 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.

- (a) An employee promoted to a higher-rated position within the same seniority group shall be paid the annual salary for the new position at the same year step the employee was paid in the employee's previous position.
- (b) In the case of an employee with at least one (1) year of seniority who is the successful applicant for a higher-rated position in another seniority group, the employee shall be placed at the one (1) year salary level. Should the one (1) year salary level be less than a five percent (5%) increase over the employee's previous salary, the employee shall be placed in the next higher step on the wage grid which will provide not less than but closest to a five percent (5%) increase over the employee's previous rate provided the new rate does not exceed the maximum of the salary grid. During the trial period the employee shall be paid at the step which is one (1) year below the aforementioned.
- (c) When an employee moves from one pay classification to a higher pay classification on a permanent basis as the result of job evaluation, the rate of pay in the new classification shall be at the same salary progression step as the employee was in the previous classification. **Any** such increase shall be effective on the

Monday following the Job Evaluation Committee meeting date. Where an employee moves from one pay classification to a lower pay classification through job evaluation, the employee's salary shall be "red-circled at the employee's rate of pay until the salary rate in the new classification reaches and **surpasses** the "red-circled rate.

## **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 that employee's employment.

#### **19.02**

- (a) The Board agrees to discuss significant changes in automation and any measures that may be required to protect the employees from adverse effects, if any, with the Union prior to implementation.
- (b) A permanent full-time employee **will** not be laid off as a direct result of automation in the Library system.

- (c) 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
- (d) 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.
- (e) If an employee who regularly operates a VDT becomes pregnant, at the employee's request, the employer will make every effort to transfer the employee to another position within the organization.

## **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. Effective January 1, 1999, a safety boot allowance of \$100.00 per annum for a full year's service shall be paid to employees incumbent in positions for which the wearing of safety boots is required.



the Secretary of the Union unless otherwise specified.

**20.04 Education Allowance**

The Board agrees to pay 100% 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 \$500.00 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** The term of the Collective Agreement will be a three-year agreement from January 1, 2001 to December 31, 2003.

**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.

## **ARTICLE 22**

### **EMPLOYMENT STANDARDS REMUNERATION**

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

IN WITNESS WHEREOF the parties have executed  
this Agreement as of the \_\_\_\_ day of \_\_\_\_\_  
2001

FOR THE BOARD:

FOR THE UNION:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

<b>Benefits</b>	<b>Coverage Highlights</b>	<b>Benefit Effective Date</b>
<p><b>LIBERTY HEALTH</b>  <b>Extended Health Care</b>            Drugs            Paramedical Services</p>	<ul style="list-style-type: none"> <li>• no deductible, cap prescription dispensing fees at \$7.11 per prescription at specific pharmacies, effective July 1, 2001</li> <li>• Clinical Psychologist, Registered Masseur, Speech Pathologist, Chiropractor*, Osteopath*, Chiropractis, Podiatrist*, Naturopath</li> </ul> <p>\$500/person per benefit year, subject to deductible, plus \$50/person per benefit year for X-rays by a Chiropractor            * Payable only after annual maximum allowance under OHIP has been paid</p> <ul style="list-style-type: none"> <li>• \$10 deductible per person, maximum \$20 per family/ benefit year</li> </ul>	<p>Immediately, unless hired after 7th, then 1st of the following month</p>
<p>Other EHC Benefits</p>		

<p><b>Vision</b></p> <p><b>Semi-Private Dental</b></p> <p><b>Over-age Coverage</b></p>	<ul style="list-style-type: none"> <li>• \$200/24 months (for persons over age 21); \$150/12 months (for children under age 21 with a change in prescription), effective July 1, 2001</li> <li>• no deductible</li> </ul> <p><b>Plan 1</b></p> <p>Basic Plan 9</p> <ul style="list-style-type: none"> <li>• current fee guide; overall lifetime maximum - unlimited</li> </ul> <p>Rider 2</p> <ul style="list-style-type: none"> <li>• Dentures</li> <li>• complete/partial once every 5 years - 50/50 co-payment</li> </ul> <p>Rider 4</p> <ul style="list-style-type: none"> <li>• Crown/Bridge Work</li> <li>• fixed prosthodontic once every 5 years - 50/50 co-payment</li> </ul> <ul style="list-style-type: none"> <li>• 21-25 years of age (if enrolled and in full-time attendance at an accredited college, university, or other institute of higher learning); excludes semi-private &amp; vision</li> </ul>	<p>3-month waiting period</p>
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<b>LIFE INSURANCE</b>		
<b>Employee Life Insurance</b>	<ul style="list-style-type: none"> <li>• compulsory life coverage in the amount of 2<sup>1/2</sup> times annual basic earnings to maximum of \$250,000</li> <li>• same as basic life insurance (above)</li> </ul>	Immediately
<b>Accidental Death &amp; Dismemberment</b>	<ul style="list-style-type: none"> <li>• \$10,000 units to maximum of \$250,000 (proof of good health required)</li> </ul>	Immediately
<b>Optional Life Insurance</b>		To be applied for
<b>WAGE LOSS REPLACEMENT</b>		
<b>Sick Leave</b>	<ul style="list-style-type: none"> <li>• sick leave accumulates at the rate of 1<sup>1/2</sup> days per month with:               <ol style="list-style-type: none"> <li>a) no maximum if hired prior to May 1, 1985; and</li> <li>b) a maximum of 90 days if hired after May 1, 1985</li> </ol> </li> <li>• payment commences following 119 calendar days waiting period</li> <li>• 66.67% of monthly gross income</li> <li>• \$3,000 maximum per month</li> </ul>	Accrue from date of hire
<b>Long Term Disability</b>		1st day of 3 months active service

	<ul style="list-style-type: none"> <li>• direct offsets: CPP, WCB, OMERS, other group wage loss replacement benefits</li> <li>• 2 years own occupation</li> </ul>	<p><b>OMERS PENSION</b></p> <ul style="list-style-type: none"> <li>• Ontario Municipal Employees Retirement System</li> <li>• normal retirement age 65</li> <li>• compulsory enrollment</li> </ul>	<p><b>PAID HOLIDAYS</b></p> <ul style="list-style-type: none"> <li>• 11 statutory days per year</li> <li>• 1 "board" day per year (to be used between Dec. 1 and Jan. 31)</li> </ul>	<p><b>VACATION</b></p> <p>Employees shall receive an annual vacation with pay in accordance with seniority prior to the first day of May in a year as follows:</p> <ul style="list-style-type: none"> <li>1 year seniority - 15 days</li> <li>7 years seniority - 20 days</li> <li>16 years seniority - 25 days</li> <li>23 years seniority - 30 days</li> </ul>		Immediately	
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	<p>shall receive vacation pro-rated in accordance with the appropriate schedule.</p> <p>In the event that an employee becomes entitled to additional vacation through seniority during the vacation year, such vacation must be taken after the anniversary and within 6 months.</p>	
<p><b>PAYDAY</b></p>	<ul style="list-style-type: none"> <li>• direct deposit to your depository account bi-weekly on Thursdays</li> </ul>	
<p><b>EMPLOYEE ASSISTANCE PROGRAM</b></p>	<ul style="list-style-type: none"> <li>• confidential counselling provided by WestBridge Associates is available at no charge to employees and their immediate family members</li> </ul>	

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

Benefits	Coverage Highlights	Benefit Effective Date
Paramedical Services	<ul style="list-style-type: none"> <li>• no deductible, cap prescription dispensing fees at \$7.11 per prescription @ specific pharmacies, effective July 1, 2001</li> <li>• Clinical Psychologist, Registered Masseur, Speech Pathologist, Chiropractor*, Osteopath*, Chiroprodist, Podiatrist*, Naturopath</li> <li>\$500/person per benefit year, subject to deductible, plus \$50/person per benefit year for X-rays by a Chiropractor</li> <li>* Payable only after annual maximum allowance under OHP has been paid</li> <li>• \$10 deductible per person, maximum \$20 per family/ benefit year</li> </ul>	Immediately, unless hired after 7th, then 1st of the following month
Other EHC Benefits		

<p><b>Semi-Private</b></p> <p><b>Vision</b></p> <p><b>Over-age Coverage</b></p> <p><b>Dental - new - effective July 1, 2001</b></p>	<ul style="list-style-type: none"> <li>• no deductible</li> <li>• effective July 1, 2001, \$200/24 months (for persons over age 21); \$150/12 months (for children under age 21 with a change in prescription)</li> <li>• 21-25 years of age (if enrolled and in full-time attendance at an accredited college, university or other institute of higher learning), excludes semi-private &amp; vision</li> </ul> <p><u>Plan 1</u></p> <p>Basic Plan 9 - current fee guide; overall lifetime maximum</p> <p>Rider 2 - unlimited</p> <p>- Dentures</p> <p>- complete/partial once every 5 years</p> <p>- 50/50 co-payment</p> <p>Rider 4 - Crown/Bridge Work</p> <p>- fixed prosthodontic once every 5 years</p> <p>- 50/50 co-payment</p>	<p>3-month waiting period</p>
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<b><u>LIFE INSURANCE*</u></b>		
<b>Employee Life Insurance Accidental Death &amp; Dismemberment Optional Life Insurance</b>	<ul style="list-style-type: none"> <li>• compulsory life coverage in the amount of 2<sup>1/2</sup> times annual basic earnings to maximum of \$250,000</li> <li>• same as basic life insurance (above)</li> <li>• \$10,000 units to maximum of \$250,000 (proof of good health)</li> </ul>	<p>Immediately Immediately To be applied for</p>
<b><u>WAGE LOSS REPLACEMENT*</u></b>		
<b>Sick Leave</b>	<ul style="list-style-type: none"> <li>• sick leave accumulates at the rate of 5 hours per month (pro-rated if additional hours worked) with:               <ul style="list-style-type: none"> <li>a) no maximum if hired prior to May 1, 1985; and</li> <li>b) a maximum of 90 days if hired after May 1, 1985</li> </ul> </li> <li>• payment commences following 119 calendar days waiting period</li> <li>• 66.67% of monthly gross income</li> <li>• \$3,000 maximum per month</li> <li>• direct offsets: CPP, WCB, OMERS, other group wage loss replacement benefits employee earnings</li> <li>• 2 years own occupation</li> </ul>	<p>Accrue from date of hire  1st day of 3 months active service</p>
<b>Long Term Disability</b>		



<b>OMERS PENSION</b>	<ul style="list-style-type: none"> <li>• Ontario Municipal Employees Retirement System</li> <li>• normal retirement age 65</li> <li>• compulsory enrollment</li> </ul>	Immediately
<b>PAID HOLIDAYS*</b>	<ul style="list-style-type: none"> <li>• 11 statutory days per year</li> <li>• 1 "board" day per year (to be used between Dec. 1 and Jan. 31)</li> </ul>	
<b>VACATION*</b>	<p>Employees shall receive an annual vacation with pay in accordance with seniority prior to the first day of May in a year as follows:</p> <ul style="list-style-type: none"> <li>1 year seniority - 15 days</li> <li>7 years seniority - 20 days</li> <li>16 years seniority - 25 days</li> <li>23 years seniority - 30 days</li> </ul> <p>Employees with less than one year of seniority as of May 1 shall receive vacation pro rated in accordance with the appropriate schedule.</p>	

	In the event that an employee becomes entitled to additional vacation through seniority during the vacation year, such vacation must be taken after the anniversary and within 6 months	
<b>PAYDAY</b>	• direct deposit to your depository account bi-weekly on Thursdays	

## **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 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).

## **LETTERS OF UNDERSTANDING**

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

### **Volunteer Program**

1. The parties agree to establish a Volunteer Program at the London Public Library based on the principles outlined below. Volunteers are people who voluntarily extend their

services to actively support the Library, without receiving remuneration.

The parties agree that nothing in this Letter of Understanding alters or amends Article 1 of the Collective Agreement.

During the term of the current Collective Agreement, the parties may review the Volunteer Program and may refine the provisions of this letter subject to the mutual agreement and ratification by the parties.

#### Principles Regarding Use of Volunteers at London Public Library

- (a) Planning for, and approval of a Volunteer Program must involve both the London Public Library board and CUPE Local 217.
- (b) A designated manager will be responsible for planning, recruitment, selection, training and evaluation components of the Volunteer Program.
- (c) A volunteer committee will be established which will include two (2) representatives from CUPE, Local 217 and two (2) representatives from administration.
- (d) Individual projects and related job descriptions will be reviewed by this

Committee. Projects are approved by the Board and must receive Union concurrence or they will not be implemented. Should no agreement be reached by this Committee, the matter may be discussed at the Labour-Management Committee, at which meeting either party may have in attendance such representatives as are necessary for a knowledgeable discussion of the matter at issue.

- (e) All the principles and good practices that relate to sound human resources administration, such as planning, training, evaluation and development must be applied to volunteer workers.
- (f) Planning for the use of volunteers must include clear guidelines detailing their status regarding issues of compensation of work-related injuries, insurance coverage when operating a library or personal vehicle and any available benefits.
- (g) The use of volunteers shall be suspended during a labour dispute including during a strike or lockout.
- (h) An education program will be developed for Board, staff and Union, on the role of volunteers.

- (i) In *some* instances services might best be provided through cooperation with existing volunteer groups or other organizations such as Dearness Home and Parkwood Hospital.
- (j) The use of volunteers will not preclude the Board from seeking temporary or long term funding for specific projects.
- (k) It is agreed and understood by the parties to this Agreement that the use of volunteers shall be limited to the provision of services and the performance of work which would not otherwise be performed or provided by the Board. It is further understood, without limiting the generality of the above that volunteers shall not displace bargaining unit staff due to sick leave, vacation, temporary or any other leaves of absence or perform any other work of the bargaining unit.

**2. Sunday Service**

The parties agree to make special provision for Sunday Service as follows:

- (a) The special provisions supercede any conflicting provisions elsewhere in the Collective Agreement.

- (b) The employer may utilize casual employees for Sunday Service and hours worked will not be subject to the premium rate as per Article 10.05 for these employees.
- (c) Any permanent full-time or part-time employees scheduled or called-in to work due to Sunday Service shall be paid in accordance with Article 10.05 of the Collective Agreement.
- (d) During the term of the current Collective Agreement, the parties will review Sunday Service and may refine the provisions of this letter subject to mutual agreement and ratification by the parties.

**3. Occupational Health and Safety Act**

The parties recognize that they are bound to the current provisions of the Occupational Health and Safety Act and Regulations RSO 1990. If there are amendments to this Act or its Regulations, the parties agree to continue to be bound by Part II Administration, Section 9, and Part V Right to Refuse or Stop Work Where Health and Safety **Are** in Danger. In the event of legislative changes during the term of this agreement which may impact on the carrying out of Occupational Health and Safety at the Library, the parties

agree to discuss these at the Joint Health and Safety Committee.

**4. Employment Resource Facilitators**

Whereas the parties realize that the work is not “core” and that the related services which are provided to the public are contingent upon funding by Human Resources and Development Canada (HRDC), the continuance of any *or* all such positions is subject to the annual availability of funding, the parties agree that:

the position of Employment Resource Centre Facilitator (ERC) will become part of the LPL establishment of permanent clerical staff positions upon ratification of the current Collective Agreement:

these positions **be** within the scope of the bargaining unit;

at any time should position(s) be eliminated due to lack of funding or discontinuation of the ERC services at the Library, incumbents would exercise their rights according to the Collective Agreement and Library practice;

the Library will conclude the assignments of employees currently holding temporary



positions as ERC Facilitators and will post the current positions **as** permanent positions in accordance with the terms and conditions of the Collective Agreement and Library practice;

permanent employees who are currently temporary incumbents in ERC Facilitator positions will *return* to their permanent positions whereupon they may apply for the permanent position of ERC Facilitator in accordance with the terms and conditions of the Collective Agreement and Library practice;

casual employees who **are** currently temporary incumbents in ERC Facilitator positions will return to the casual pool whereupon they may apply for the permanent position of ERC Facilitator in accordance with the terms and conditions **of** the Collective Agreement and Library practice;

ERC Facilitator positions which subsequently become vacant will **be** posted in accordance with the terms and conditions of the Collective Agreement and Library practice.

APPENDIX "A"

LONDON PUBLIC LIBRARY BOARD  
ANNUAL SALARY GRID (UNION)  
Effective January 2, 2001 (New C.A.)

Step Category	1 Minimum	2 6 Month	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years	9 7 Years	10 8 Years
C10	17722	17958	20158	20600	21039	21479	21920	22360	22801	23242
C20/M10	9,700	9,829	11,033	11,275	11,516	11,757	11,998	12,239	12,480	
C30/M20	19497	19789	22324	22966	23596	24219	24897	25469		
C40/M30	10,672	10,831	12,219	12,570	12,915	13,256	13,627	13,940		
C50/M40	20556	20890	23640	24357	25070	25785	26496	27208		
C55/M50	11,251	11,434	12,939	13,331	13,722	14,113	14,502	14,892		
C60	21969	22302	25258	25972	26684	27400	28108	28828		
C70	12,024	12,207	13,825	14,216	14,605	14,997	15,385	15,779		
C80/M80/L10	23032	23365	26472	27187	27900	28617	29329	30044		
C90/L20	12,606	12,789	14,489	14,881	15,271	15,663	16,053	16,444		
C100/L30	24442	24818	28182	28987	29786	30593	31396	32202		
C110/L40	13,378	13,584	15,426	15,866	16,303	16,745	17,184	17,625		
L60	25418	25815	29310	30005	30703	31399	32096	32795	33490	
L70	13,912	14,130	16,042	16,423	16,805	17,186	17,568	17,950	18,331	
	26436	26843	30481	31206	31931	32656	33381	34105	34828	
	14,489	14,692	16,684	17,080	17,477	17,874	18,271	18,667	19,063	
	28593	29035	32969	33752	34537	35165	35791	36418	37044	37670
	15,650	15,892	18,045	18,474	18,904	19,247	19,590	19,933	20,276	20,619
	30926	31401	35659	36385	37112	37839	38566	39293	40019	40744
	16,927	17,187	19,518	19,915	20,313	20,711	21,109	21,507	21,904	22,301
	34789	35323	40110	40811	41512	42213	42912	43615	44314	45013
	19,042	19,334	21,954	22,338	22,722	23,105	23,488	23,872	24,255	24,638
	36179	36735	41716	42443	43173	43901	44629	45358	46086	46813
	19,303	20,107	22,833	23,231	23,631	24,029	24,428	24,827	25,225	25,623
	39133	39731	45120	45908	46696	47482	48272	49059	49846	50633
	21,419	21,747	24,696	25,128	25,559	25,989	26,421	26,852	27,284	27,715
	40697	41321	46923	47536	48148	48762	49376	49990	50604	51218
	22,275	22,617	25,683	26,019	26,580	27,029	27,478	27,927	28,375	28,823

LONDONPUBLIC LIBRARY BOARD  
ANNUAL SALARY GRID (UNION)  
Effective July 8, 2001

Step Category	1 Minimum	2 6 Month	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years	9 7 Years	10 8 Years
C10	17855	18093	20309	20754	21197	21640	22084	22528	22972	
	9.773	9.903	11.116	11.360	11.602	11.845	12.088	12.331	12.573	
C20/M10	19643	19937	22492	23138	23773	24400	25083	25660		
	10.752	10.913	12.311	12.665	13.012	13.355	13.729	14.045		
C30/M20	20710	21047	23817	24539	25258	25978	26695	27412		
	11.336	11.520	13.036	13.431	13.825	14.219	14.611	15.004		
C40/M30	22133	22469	25447	26167	26884	27606	28319	29044		
	12.115	12.298	13.928	14.322	14.715	15.110	15.500	15.897		
C50/M40	23205	23541	26670	27391	28109	28831	29549	30269		
	12.701	12.885	14.598	14.992	15.386	15.781	16.173	16.568		
C55/M50	24626	25004	28394	29204	30009	30822	31631	32443		
	13.479	13.686	15.541	15.985	16.426	16.870	17.313	17.758		
C60	25608	26008	29529	30230	30933	31635	32337	33041	33741	
	14.017	14.236	16.163	16.546	16.931	17.315	17.700	18.085	18.468	
C70	26634	27044	30710	31440	32170	32901	33631	34361	35089	
	14.578	14.803	16.809	17.209	17.608	18.008	18.408	18.807	19.206	
C80/M80/L10	28808	29252	33216	34005	34796	35428	36059	36691	37322	37953
	15.768	16.011	18.181	18.613	19.046	19.392	19.737	20.083	20.428	20.773
C90/L20	31158	31637	35927	36658	37390	38123	38855	39588	40319	41049
	17.054	17.316	19.664	20.065	20.465	20.866	21.267	21.668	22.068	22.468
C100/L30	35050	35588	40411	41117	41824	42529	43234	43942	44646	46174
	19.184	19.479	22.119	22.505	22.892	23.278	23.664	24.051	24.437	25.273
C110/L40	36451	37011	42029	42761	43497	44230	44964	45698	46432	48021
	19.951	20.258	23.004	23.405	23.808	24.209	24.611	25.013	25.414	26.284
L60	39426	40029	45458	46252	47046	47838	48634	49427	50221	51940
	21.580	21.910	24.881	25.316	25.750	26.184	26.618	27.054	27.488	28.429
L70	41002	41631	47275	47893	48927	49752	50578	51405	52229	54017
	22.442	22.787	25.876	26.214	26.780	27.232	27.684	28.136	28.588	29.566

**.ONDON PUBLIC LIBRARY BOARI  
ANNUAL SALARY GRID (UNION)  
Effective January 6 2002**

Step Category	1 Minimum	2 6 Month	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years	9 7 Years	10 8 Years
C10	18070	18310	20553	21003	21451	21900	22349	22798	23247	
C20/M10	9.890	10.022	11.250	11.496	11.741	11.987	12.233	12.479	12.724	
C30/M20	20959	21300	24103	24834	25561	26290	27015	27741		
C40/M30	22399	22739	25752	26481	27207	27937	28659	29392		
C50/M40	23483	23823	26990	27720	28447	29177	29903	30633		
C55/M50	24921	25304	28735	29555	30370	31192	32011	32832		
C60	25916	26320	29884	30592	31304	32014	32725	33437	34146	
C70	26953	27369	31078	31817	32556	33295	34035	34774	35511	
C80/M80/L10	29153	29603	33615	34413	35214	35854	36492	37131	37770	38408
C90/L20	31532	32016	36358	37098	37839	38580	39322	40063	40803	41542
C100/L30	35470	36015	40896	41610	42325	43040	43753	44469	45182	45728
C110/L40	39899	40510	46003	46807	47610	48412	49217	50020	50824	51563
L60	21.839	22.173	25.180	25.620	26.059	26.498	26.939	27.378	27.818	28.270
L70	41494	42131	47842	48467	49514	50349	51185	52022	52856	54665
	22.712	23.060	26.186	26.528	27.101	27.558	28.016	28.474	28.931	29.921

LONDONPUBLIC LIBRARY BOARD  
ANNUAL SALARY GRID (UNION)

Step Category	Effective July 7, 2002									
	1 Minimum	2 6 Month	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years	9 7 Years	10 8 Years
C10	18286	18530	20800	21255	21709	22163	22617	23072	23526	23980
C20/M10	10,009	10,142	11,385	11,634	11,882	12,131	12,380	12,628	12,877	
C30/M20	20117	20419	23035	23697	24347	24989	25689	26279		
C40/M30	11,011	11,176	12,608	12,971	13,326	13,678	14,061	14,384		
C50/M40	21210	21555	24392	25132	25868	26606	27339	28074		
C55/M50	11,609	11,798	13,351	13,756	14,158	14,562	14,964	15,366		
C60	22668	23012	26061	26798	27533	28272	29003	29745		
C70	12,407	12,595	14,265	14,668	15,070	15,475	15,874	16,281		
C80/M80/L10	23765	24109	27314	28052	28788	29527	30262	31000		
C90/L20	13,008	13,196	14,950	15,354	15,757	16,162	16,564	16,968		
C100/L30	25220	25608	29079	29909	30734	31566	32395	33226		
C110/L40	13,804	14,016	15,916	16,371	16,822	17,278	17,731	18,186		
L60	26227	26636	30242	30960	31680	32398	33118	33838	34556	
L70	14,355	14,579	16,553	16,946	17,340	17,733	18,127	18,521	18,914	
	27277	27697	31451	32199	32947	33695	34443	35191	35937	
	14,930	15,160	17,215	17,624	18,033	18,443	18,852	19,262	19,670	
	29503	29959	34018	34826	35637	36284	36930	37577	38223	38869
	16,148	16,398	18,620	19,062	19,506	19,860	20,213	20,568	20,921	21,275
	31910	32401	36794	37543	38293	39043	39793	40544	41293	42041
	17,466	17,734	20,139	20,549	20,960	21,370	21,781	22,191	22,601	23,011
	35896	36447	41387	42109	42833	43556	44278	45003	45724	47289
	19,648	19,949	22,653	23,048	23,445	23,840	24,235	24,632	25,027	25,883
	37331	37904	43044	43794	44547	45298	46050	46802	47553	49180
	20,433	20,747	23,560	23,970	24,383	24,794	25,205	25,617	26,028	26,919
	40378	40996	46555	47389	48182	48993	49808	50620	51434	53194
	22,101	22,439	25,482	25,927	26,372	26,816	27,262	27,707	28,152	29,115
	41992	42636	48416	49049	50108	50953	51800	52646	53490	55321
	22,984	23,337	26,500	26,847	27,426	27,889	28,352	28,816	29,278	30,280

LONDON PUBLIC LIBRARY BOARD  
ANNUAL SALARY GRID (UNION)  
Effective January 5, 2003

Step Category	Minimum	2 6 Month	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Yea	9 7 Years	10 8 Years
C10	18506	18752	21049	21510	21969	22429	22889	233	23809	
	10.129	10.264	11.521	11.774	12.025	12.276	12.528	12.7	13.032	
C20/M10	20359	20664	23311	23981	24639	25289	25997	265		
	11.143	11.310	12.759	13.126	13.486	13.842	14.230	14.5		
C30/M20	21465	21814	24685	25433	26178	26925	27667	284		
	11.749	11.940	13.511	13.921	14.328	14.737	15.144	15.5		
C40/M30	22940	23288	26374	27120	27864	28612	29351	301		
	12.556	12.746	14.436	14.844	15.251	15.660	16.065	16.4		
C50/M40	24050	24398	27642	28389	29134	29882	30625	313		
	13.164	13.354	15.130	15.538	15.946	16.356	16.763	17.1		
C55/M50	25523	25915	29428	30268	31103	31945	32784	336		
	13.970	14.185	16.107	16.567	17.024	17.485	17.944	18.4		
C60	26541	26956	30605	31331	32060	32787	33515	342	34970	
	14.527	14.754	16.752	17.149	17.548	17.946	18.344	18.7	19.141	
C70	27604	28030	31829	32586	33342	34099	34856	356	36368	
	15.109	15.342	17.421	17.836	18.250	18.664	19.078	19.4	19.906	
C80/M80/L10	29857	30318	34426	35244	36064	36719	37373	380	38682	39336
	16.342	16.595	18.843	19.291	19.740	20.098	20.456	20.8	21.172	21.530
C90/L20	32293	32789	37236	37994	38753	39512	40271	410	41788	42545
	17.675	17.947	20.381	20.796	21.211	21.627	22.042	22.4	22.873	23.287
C100/L30	36327	36884	41883	42615	43347	44079	44809	455	46273	47857
	19.883	20.188	22.925	23.325	23.726	24.126	24.526	24.9	25.327	26.194
C110/L40	37779	38359	43560	44319	45082	45842	46602	473	48124	49770
	20.678	20.996	23.842	24.258	24.675	25.081	25.507	25.9	26.340	27.242
L60	40853	41488	47114	47938	48760	49581	50405	512	52051	53832
	22.366	22.708	25.788	26.238	26.688	27.138	27.589	28.0	28.490	29.465
L70	42496	43148	48997	49637	50709	51565	52421	532	54132	55985
	23.260	23.617	26.818	27.169	27.755	28.224	28.693	29.1	29.629	30.643

**LONDON PUBLIC LIBRARY BOARD  
ANNUAL SALARY GRID (UNION)**

Step Category	Effective July 6, 2003									
	1 Minimum	2 6 Month	3 1 Year	4 2 Years	5 3 Years	6 4 Years	7 5 Years	8 6 Years	9 7 Years	10 8 Years
C10	18728	18977	21302	21768	22233	22698	23163	23629	24094	
C20/M10	10,251	10,387	11,659	11,915	12,169	12,424	12,678	12,933	13,188	
C20/M10	20803	20912	23591	24269	24934	25593	26309	26914		
C30/M20	11,277	11,446	12,912	13,284	13,648	14,008	14,400	14,731		
C30/M20	21722	22076	24981	25738	26492	27248	27999	28752		
C40/M30	11,890	12,083	13,673	14,088	14,500	14,914	15,325	15,737		
C40/M30	23215	23567	26691	27445	28198	28955	29703	30463		
C50/M40	12,707	12,899	14,609	15,022	15,434	15,848	16,258	16,674		
C50/M40	24339	24691	27974	28729	29483	30240	30993	31749		
C55/M50	13,322	13,514	15,311	15,725	16,137	16,552	16,964	17,377		
C55/M50	25829	26226	29781	30632	31476	32328	33177	34029		
C60	14,138	14,355	16,301	16,766	17,228	17,695	18,159	18,625		
C60	26860	27279	30972	31707	32445	33181	33918	34655	35391	
C70	14,702	14,931	16,953	17,355	17,759	18,161	18,565	18,969	19,371	
C70	27935	28366	32211	32977	33743	34509	35275	36041	36807	
C80/M80/L10	15,290	15,526	17,630	18,050	18,469	18,888	19,307	19,727	20,146	
C80/M80/L10	30215	30682	34839	35667	36497	37161	37821	38484	39144	39808
C90/L20	16,538	16,794	19,069	19,522	19,976	20,331	20,701	21,064	21,426	21,789
C90/L20	32681	33183	37682	38450	39218	39986	40754	41522	42290	43056
C100/L30	17,888	18,163	20,625	21,045	21,466	21,886	22,307	22,727	23,147	23,566
C100/L30	36763	37327	42386	43126	43868	44608	45347	46086	46828	48431
C110/L40	20,122	20,431	23,200	23,605	24,011	24,416	24,820	25,225	25,631	26,038
C110/L40	38232	38820	44083	44851	45623	46392	47161	47932	48701	50368
L60	20,926	21,248	24,129	24,549	24,971	25,392	25,814	26,235	26,656	27,078
L60	41353	41986	47679	48513	49345	50176	51010	51842	52676	54478
L70	22,634	22,981	26,097	26,553	27,009	27,464	27,920	28,376	28,832	29,288
L70	43006	43666	49585	50233	51318	52183	53050	53917	54782	56657
L70	23,539	23,900	27,140	27,495	28,058	28,562	29,037	29,511	29,985	31,011

## **APPENDIX “B”**

### **List of Excluded Positions**

Chief Executive Officer

Director, Community Outreach

Director of Development and Communications

Director, Corporate Affairs and Special Projects

Director, Services and Operations

Manager, Public Services

Manager, Financial Services

Manager, Information Systems (IS)

Manager, Technology Planning

Manager, Facility Services

Manager, Staff Development

Manager, Human Resources

Executive Assistant

Secretary, Public Services

Human Resources Assistant



## APPENDIX "C"

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

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

#### 1. Definitions

- (a) (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 1, 1945, whichever period be 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<sup>1/2</sup> 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<sup>1/2</sup> working days of Sick Leave Credits. Such Sick Leave Credits to accumulate at the rate of 1<sup>1/2</sup> 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' Safety and Insurance Board for temporary disability, shall be included in computing that employee's Sick Leave Credit as though that employee were not absent, but there shall be no credit entitlement for time when an employee is absent through illness or injury when Sick Leave Credits have been exhausted, or for the time during which an employee is on leave of absence, either with or without pay. 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' Safety and Insurance Board, the employee shall receive the difference between regular pay and the award of the Workers' Safety and Insurance Board. If Sick Leave Credits are so used, a deduction therefore shall be made from the employee's accumulated Sick Leave Credits in the same manner as hereinbefore set forth.

4. Whether or not an employee's Sick Leave Credits have been exhausted, the employee who is absent due to illness or non work related injury, may make a written application to the Board for a leave of absence without pay in accordance with article 13.02 (h). Additional Sick Leave Credits will not accrue during the period of this leave. After two consecutive years on Long Term Disability (LTD), if an employee is unable to return to work, any accrued Sick Leave Credits will either be paid out as per Section 6 of Appendix "C" or the employee may use the credits to fund the continuation of benefits or any other mutually agreeable disposition of the accrued Sick Leave Credits to the maximum payout value.
5. 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 employee's 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 31 of each year, **a** record of sick leave accumulated by that employee up to and including December 31 of the previous year.
10. The provisions of paragraph 65(b) of Section 352 of 'The Municipal Act, R.S.O. 1990, S207, **page** 47, with respect to the transfer of Sick Leave Credits **shall** apply.
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 ninety (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 "D"

This Appendix shall apply to and set forth the conditions of employment of permanent part-time employees (herein called employees). The term "permanent part-time employee" shall mean an employee in the bargaining unit described in the Certificate of the Ontario Labour Relations Board dated May 16, 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 **ten** (10) hours but **less** than seventeen and **one-half** (17.5) hours during the period Monday to Saturday inclusive. This may be averaged over a two **(2)** week pay period.
2. The probationary period shall be twice the periods specified in Article 3.01(b), (c), and (d).
3. Employees required to work up to thirty-five (35) hours in a week shall be paid at their regular rate of pay and overtime rates shall be paid for all hours worked over thirty-five (35) hours in **a** week.
4. There shall be a fifteen (15) minute break during each three and one-half (3.5) hours of

work in a day.

5. Part-time employees who qualify for a paid holiday will have the pay or lieu time calculated in the following manner:

For employees whose schedule varies from week to week the calculation is based on the total hours worked in the thirteen (13)-week period immediately preceding a paid holiday, exclusive of overtime, divided by the number of days worked in the thirteen (13)-week period immediately preceding a paid holiday.

e.g.,  $\frac{221 \text{ hours}}{46.5 \text{ days}} = 4.75 \text{ hours}$

For employees who have worked the same schedule for a thirteen (13)-week period the calculation can be made by averaging the total time worked over the number of days worked in one (1) week.

e.g.,  $\frac{17 \text{ hours}}{3 \text{ days}} = 5.66$  rounded to 5.75 hours

$\frac{17 \text{ hours}}{4 \text{ days}} = 4.25 \text{ hours}$

6. Employees' vacation entitlement and per diem vacation pay shall be on a pro-rata basis.

7. Employees shall be entitled to all leaves of absence in Article 13.01.
8. The employer shall pay on behalf of employees a prorata portion of the premium contribution for full-time employees pursuant to Article 14.01, 14.02, 14.04 and 14.05. Article 14.06 and the vision care coverage in Article 14.04 shall be included, effective July 1, 2001, and for services thereafter.
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 ~~six~~ (6)-month level on May 1, 1978 and shall receive an increment on the employee's anniversary date thereafter (service shall be prorated 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 hours worked per week over thirty-five (35). For the purpose of benefits pro-rata shall be the average hours worked over the previous year. **In** case of new employees, pro-rata shall be assumed to be 17/35.

**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.