



COLLECTIVE AGREEMENT

BETWEEN

THE LONDON PUBLIC LIBRARY BOARD

--- (hereinafter-referred-to-as ^Sthe-Employer-) ---

AND

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

**LONDON LIBRARY EMPLOYEES'
UNION**

(hereinafter referred to as "the Union")

Term of Agreement: 1 year from January 1, 2009 to December 31, 2009

05356 (11)

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THIS AGREEMENT made and entered into this 26th day of March, 2009.

BETWEEN

THE LONDON PUBLIC LIBRARY BOARD

(hereinafter referred to as “the Employer”)

of the FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 217

LONDON LIBRARY EMPLOYEES’ UNION

(hereinafter referred to as “the Union”)

of the SECOND PART

PREAMBLE

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

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

ARTICLE 1

RECOGNITION AND SCOPE

1.01

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

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

Pages;

Students hired for the school vacation period;

or by virtue of agreement of the Parties.

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

When new bargaining unit positions are created they will be referred to the Job Evaluation Committee. When changes occur to the list of excluded positions, the Union Executive will be notified in writing.

- (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 up to twenty-one (21) hours per week on a permanent basis. The application of the Collective Agreement to permanent part-time employees is set out specifically in Appendix D.

ARTICLE 2

UNION SECURITY

- 2.01** The Employer agrees that it will deduct from the pay of all employees who are members of the Union and covered by this Agreement, an amount specified by the Union in writing, as being the amount of its monthly dues, such deductions to be made 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 Employer agrees to remit such monies monthly to the authorized officers of the Union, as specified in writing, addressed to the Secretary.
- 2.03** The Employer agrees to advise all new employees upon hire with the London Public Library that a Collective Agreement is in effect, to show all new employees how to access the Collective Agreement document on the London Public Library Intranet, to provide employees with a copy of such Agreement, and to advise that an interview will be conducted to acquaint the new employee with the benefits and duties of union membership. The Union shall be advised of a casual or probationary employee's first working day and a union representative will be allowed a one-half (1/2) hour interview during the orientation period to review the Collective Agreement.

ARTICLE 3

DEFINITIONS

3.01 Permanent Employee

- (a) The term employee in this contract shall be taken to mean an employee of the London Public Library Board as defined in Article 1.
- (b) All employees shall be considered permanent employees after serving a four (4) month probationary period.
- (c) The probationary period of any employee may be extended for a further specified period of time by mutual agreement between the Employer and the Union. All requests for extensions will be considered and will not be unreasonably denied.

3.02 Librarians

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

3.03 Casual

- (a) Casual employees are persons hired for special projects, during periods of heavy workload or to replace permanent employees absent due to illness, leave of absence, vacation or for any other reason.
- (b) Such employees shall be paid at the hourly rate equivalent to an annual rate not less than the minimum nor more than the maximum annual salary for the position filled.
- (c) Notwithstanding any other provisions of this Agreement, a casual employee shall not become a permanent or probationary employee; or be covered by any of the terms or conditions of this Agreement save for Articles 2, 5, 7, 10 and 15. With respect to Article 10.03, it is understood that shifts offered to casual employees may include split shifts solely at the employer's discretion. Holiday pay and vacation pay shall be in accordance with the Employment Standards Act.
- (d) ~~Casual employees will not accumulate seniority. The employer will record accrued service time of casual employees (on a pro rata basis for part-time work) and will consider accrued service time of casual employees in the hiring for permanent positions and/or temporary positions within the scope of this Collective Agreement.~~
- (e) A casual employee who has accumulated fifty-two (52) weeks (a minimum of 1,834 hours) of total service will be considered for a permanent position prior to the position being advertised externally. Should a casual employee not be the successful applicant, if requested, the employer will meet with the casual employee to discuss his or her application.
- (f) Should a casual employee be the successful applicant for a posted permanent vacancy, he or she shall be credited with seniority for previous accrued service.
- (g) Progression within the salary grid shall commence upon appointment to a permanent position only.
- (h) It is understood and agreed that the employer may discipline or dismiss a casual employee for any bona fide reason providing that the employer does not act in bad faith.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees, subject to the provisions of this Agreement, provided that a claim of discriminatory promotion, demotion, transfer or layoff or that an employee has been suspended or discharged without just and reasonable cause, may be treated as a grievance as provided under the Grievance Procedure;
- (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- (d) manage the affairs of the Employer and, without restricting the generality of the foregoing, to determine the work to be performed, the job content, the qualifications to perform the work required, the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures and equipment to be used, and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

4.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement including Article 7 (Grievance Procedure).

4.03 All employees agree to follow procedures as outlined by the responsible authorities and to give their best efforts at all times to the performance of their work, and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. Employees of the Employer who are in positions of authority will not discriminate against any employee who has requested an investigation into a grievance, and all parties hereto will at all times extend the fullest cooperation to one another in order that the assigned work shall be carried on economically.

ARTICLE 5

DISCRIMINATION

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

ARTICLE 6

REPRESENTATION

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

- 6.03** The Employer further recognizes the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period. This Committee will be for the purpose of conducting negotiations as contemplated in Article 21. The Negotiating Committee shall be granted three (3) days off duty with pay for the purpose of preparing proposals for negotiations with the Employer.
- 6.04** The parties shall notify one another, in writing, of the names of the persons selected or appointed in accordance with Articles 6.01, 6.02, 6.03 and 6.07 on an annual basis by the second week in January, and thereafter as changes occur.
- 6.05** The Employer shall not enter into any agreement with any employee which is inconsistent with the provisions of this Agreement.
- 6.06** Job Evaluation Committee shall consist of up to three (3) Management representatives and up to three (3) Union representatives for the purpose of evaluating new or revised jobs in the Bargaining Unit. 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. The Parties agree that wherever possible all positions will be reviewed at least once every five (5) years.
- 6.07** Joint Health and Safety Committee shall consist of three (3) union and three (3) management representatives for the purpose of performing the duties prescribed by the Occupational Health and Safety Act.
- 6.08** Pay for time spent by union representatives related to the Committees above shall be paid for by the Employer consistent with the established practice: for Union-Management, and Job Evaluation, pay shall be for meeting time with the Employer; for Negotiating, pay shall be for meeting time with the Employer plus the three (3) days per representative noted; for Grievance and Joint Health and Safety, pay shall be for meeting time with the Employer and reasonable investigation time related to the business of the Committees.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the employee's immediate supervisor has first been given an opportunity to adjust the complaint. If an employee has a complaint, it shall be discussed with the employee's immediate Manager/Director within five (5) working days after the circumstances giving rise to the complaint have become known or ought reasonably to have become known; failing settlement within two (2) working days thereafter, it may then be taken up as a grievance within two (2) working days following the advice of the immediate Manager or Director's decision in the following manner and sequence:

STEP NO. 1

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

STEP NO. 2

Within three (3) working days after the decision in Step No. 1 is given, the employee (who may request the assistance of a committee member) may submit the grievance in writing to the Director, Human Resources & Organizational Effectiveness, or designate, who shall deliver a decision in writing within three (3) working days following the presentation of the grievance. The assistance of the Grievance Committee may be requested by either the grievor 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 (10) working days after the decision in Step No. 2 is given, the grievor, who may request the assistance of the Grievance Committee, may submit the grievance in writing to the 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 Employer or the Union. The decision of the Chief Executive

Officer or designate shall be delivered in writing within seven (7) 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 twenty (20) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been settled.
- 7.03** Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 7.04** It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular Grievance Procedure shall not be thereby bypassed.
- 7.05** No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was initiated under the Grievance Procedure, except as to any clerical or other error of a similar nature, involving an employee's salary.

ARTICLE 8

ARBITRATION

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

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

- 8.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.04** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 8.05** The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the Parties hereto, and the employee or employees concerned.
- 8.06** Each of the Parties hereto will bear the expense of its nominee to the Arbitration Board ~~— (as applicable), and the Parties will share equally the expenses, if any, of the Chairperson —~~ of the Arbitration Board.
- 8.07** The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.

ARTICLE 9

DISCHARGE AND DISCIPLINE PROCEDURE

- 9.01** It is understood and agreed that the Employer may discipline or dismiss a probationary employee for any bona fide reason providing that the Employer does not act in bad faith.
- 9.02** A claim by a permanent employee, or an employee who has not completed his or her probationary period, that he or she has been unjustly discharged, suspended or otherwise disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step No. 2 of Article 7 within three (3) working days after such action has taken place. Such special grievance may be settled under the Grievance Procedure or Arbitration Procedure by:
- (a) confirming the Employer's action; or
 - (b) reinstating the employee without loss of seniority and with full compensation for the time lost; or
 - (c) any other arrangement which may be deemed just and equitable.

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

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

ARTICLE 10

WORKING HOURS

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

10.02 _____

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

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

10.04

- (a) Employees who work seven (7) hour shifts called in to work outside of their regularly scheduled hours shall be entitled to time and one-half (1 ½) for all hours worked with a minimum of 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 (1 ½) to the commencement of such shift. Callback does not apply to scheduled split shifts.
- (b) As an integral part of some employees' job responsibilities there is requirement to serve stand-by assignments. During such assignments the employee(s) must carry the required "paging unit" or other approved communications equipment and must be available for call-in via the "paging unit" or communications equipment.

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

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

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

10.05 Sunday Service

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

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

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

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

All authorized time worked for Sunday Service shall be at the overtime rate of time and one half (1 ½) times regular time. Employees shall receive, at the discretion of the employee, compensation or time-off for time worked.

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

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

10.06 All employees shall be entitled to a fifteen-minute (15) break period in the forenoon and in the afternoon or in each half of a shift, as the case may be.

10.07 Where practical, overtime opportunities will be offered on an equitable basis as is possible. Overtime work in excess of the normal workweek shall be voluntary except in cases of emergency circumstances.

10.08 ~~Employees working longer than nine (9) hours continuously shall be entitled to a meal allowance of \$15.00.~~

10.09 Special Provisions – Information Technology Services: in addition to the provisions of Article 10.02 (c), it is further understood that incumbents in Information Technology Services will be expected to work irregular hours on occasion, such right to be exercised in a reasonable manner. The incumbent(s) may refuse to work the irregular hours asked of them, if they are able to satisfy the Employer that there are extenuating circumstances. Compensatory time off for overtime on the basis of one and one half (1½) hours for each hour so worked afforded for work outside the normal work day or week (regardless of the day of the week) or compensation on that basis, at the discretion of the Employer. Compensatory time off will be scheduled as mutually agreed upon by the employee and the Director. The Parties recognize that, in the event of Library Sunday openings, Article 10.05 applies to ITS staff.

ARTICLE 11

PAID HOLIDAYS

11.01 The Employer agrees to recognize the following:

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

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

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 Director, Human Resources & Organizational Effectiveness, by January 15th each year the days he or she wishes to take off with pay and which of the foregoing holidays he or 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 or 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).

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

- 11.02** An employee whose regular day off falls on a holiday or on a day in lieu thereof shall be granted a regular working day off within sixty (60) calendar days after the holiday by mutual agreement between the employee 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 ½) times the regular straight time rate of pay for all hours worked on the holiday in addition to any holiday pay to which the employee may be entitled.~~
- (c) In order to qualify for any of the holidays mentioned in Article 11.01 without loss of pay, an employee must work their regular scheduled working day immediately preceding and immediately following the day observed as a holiday except in cases of paid absences.
- (d) An employee scheduled to work on a day upon which a holiday is to be celebrated and who agrees to work on the holiday as aforesaid, but who does not report for work shall forfeit the pay which would normally be received for the holiday as provided herein.

ARTICLE 12

VACATIONS

For the purposes of vacation, “years of service” means the length of time of service from the employee’s permanent hire date. The word “year” as used in this Article (except in reference to years of service) means the period commencing on the 1st day of May and ending on the 30th day of April next following. Employees shall receive an annual vacation with pay in accordance with years of service as a permanent employee prior to the first day of May in a year as follows:

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

- (a) Employees with less than one year of service as of May 1st shall receive vacation pro-rated in accordance with the schedule above.

- (b) In the event that an employee becomes entitled to additional vacation through years of service during the year, such vacation must be taken after the employee’s employment anniversary of permanent hire date and within six (6) months of that date, or at such later time as may be agreed upon.
- (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) Employees while on leave of absence under Article 13.01(d) or Article 13.01(h) for a period of longer than two (2) weeks will receive a pro-rated vacation entitlement 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.
- (e) A maximum of five (5) vacation days may be carried over into the following vacation year. The vacation carryover must be used by October 31st of the following vacation year.

ARTICLE 13

LEAVE OF ABSENCE

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

(a) Bereavement Leave

- (i) At the time of a death in the immediate family, an employee shall be allowed time off with pay for any absence on a regular working day up to a maximum of five (5) days. The immediate family of an employee shall mean the spouse, child, mother, father, sister or brother of the employee.
- (ii) At the time of a death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandparents-in-law, or grandchild, an employee shall be allowed time off with pay for any absence on a regular working day up to a maximum of three (3) days.
- (iii) At the time of a death of an employee's uncle, aunt, cousin, nephew or niece, the employee shall be permitted to be absent from work for one (1) day with pay.
- (iv) It is agreed that a bereaved employee may be granted additional time off, without pay, for the purpose of travel or other special circumstances related to the estate of the deceased, subject to prior approval by the Manager or Director.

(b) Sick Leave

As provided by sick leave regulations of the Employer and adopted by Resolution (Appendix C, effective May 1963) which shall form an integral part of this Agreement. Sections 7 and 8 shall not apply to employees hired after April 30th, 1985.

(c) Conference or Convention Leave

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

(d) Special Leave

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 Employer and the Director, Human Resources & Organizational Effectiveness, when, in the opinion of the Employer and the Director, Human Resources & Organizational Effectiveness, 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. All requests for a Leave of Absence will be considered and will not be unreasonably denied.

(e) Jury or Witness Duty

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

(f) Leave for Family Responsibilities

(i) Pregnancy Leave

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

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 Employer.
- (2) An employee shall apply in writing as **far** in advance as possible, but no later than two (2) weeks before the date of leave is to begin, unless circumstances beyond the control of the employee are involved, stating the specific dates for which the pregnancy leave is desired. The request must outline the dates the leave is expected to commence and conclude, identify whether the employee wishes to continue employee-paid benefits and be accompanied by a certificate from her attending medical practitioner attesting to the pregnancy and indicating the probable date of delivery.
- (3) The employee may cease work at any time during the pregnancy, upon recommendation of her attending medical practitioner. The employee shall notify the Director, Human Resources & Organizational Effectiveness, in writing at least four (4) weeks in advance should she request an adjustment of the original return to work date.

- (4) When the employee returns to work upon expiration of the authorized leave, she or he shall be entitled to return to the position she or he most recently held, if it still exists, or to a comparable position if it does not, in a manner consistent with the seniority provisions of this Agreement.

(ii) Parental Leave

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

(iii) Family and Personal Responsibilities

It is understood and agreed that reasonable time off will be granted to employees to attend to family members who require care and attention due to illnesses, health care, emergencies and/or other urgent matters. It is further understood that employees will also be granted reasonable time off to attend to personal urgent matters. The employees will be allowed a maximum of two (2) days per calendar year (based on a total of fourteen (14) hours for full-time and seven (7) hours for part-time) and such days shall be deducted from the employee's banked sick days. If any of the available time is not used in a calendar year, the unused days may be carried forward to the following year to a maximum of thirty-five (35) hours, to be used as outlined in this Article and to be deducted from the employee's banked sick days. Employees must book and use the time in a minimum of one (1) hour increments. It is noted that the time available under Article 13.01 f (iii) is separate from the time available under the Family Responsibilities provisions under the Employment Standards Act.

Leave for Union Officers

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

(h) Leave for Personal Reasons

The Employer may grant to an employee a leave of absence for personal reasons. A request for such leave of absence shall be made in writing setting forth the reasons therefore to the Director, Human Resources & Organizational Effectiveness, who shall give a decision within five (5) working days. This decision shall be in writing setting forth length of leave, if granted, whether with or without pay, and any other applicable conditions. A leave of absence may be granted in arrears where necessary.

For a leave resulting from an extended illness or non work-related injury, leave will be granted unless the Employer feels further medical documentation is required. Benefits coverage during the leave will continue as outlined in Article 14. 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.

(a) 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 Employer 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 or her permanent position, if it still exists, or to a comparable position if it does not, in a manner consistent with the seniority provisions of this Agreement.

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

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

Effective May 1st, 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 Workplace Safety and Insurance Board and by the Regulations of the Workplace Safety and Insurance Act.

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

This plan will include prescription coverage based on the current insurance carrier's Formulary 3 Plan (or equivalent). Prescription dispensing fees will be capped at \$8.00 per prescription.

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

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

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

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

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

14.07 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 1st, 1993, until age sixty- five (65) as per the terms of the Collective Agreement.

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

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

14.10 Effective January 1, 2009 this plan will include coverage for employees sixty-five (65) years of age and older. The Ontario Drug Benefit Plan (ODB) shall be considered the first payor for employees sixty-five (65) years of age and older and the Employer shall reimburse the employee in a manner to be determined by the Employer up to the 2009 Ontario Drug Benefit deductible upon proof of payment. Effective April 1, 2009, for group life insurance and AD&D, in the case of group life insurance and AD&D, the employee will receive payment in lieu equivalent to the monthly premiums paid out on a monthly basis. Effective April 1, 2009 employees sixty-five (65) years of age and older will have deducted the twenty-five percent (25%) employee portion of the premium for dental coverage.

ARTICLE 15

VACANCIES, PROMOTIONS AND SENIORITY

15.01

- (a) (i) All vacancies which the Employer intends to fill, including new bargaining unit positions, and all temporary vacancies greater than twenty-four (24) weeks, but less than two (2) years shall be posted as soon as possible in all locations of the London Public Library for not less than five (5) working days. Whenever possible vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement. The Union shall receive a copy of all such postings.
- (ii) All temporary vacancies greater than fifteen (15) weeks but less than twenty-four (24) weeks shall be advertised by a notice of vacancy and will not be subject to the posting provisions of the Collective Agreement.
- (iii) Except upon the mutual agreement of the Parties to extend temporary appointments, upon completion of a temporary assignment permanent employees will be returned to their first (permanent) position as will any permanent employee who was promoted or transferred as a result of the temporary assignment.
- (iv) Notwithstanding 15.01 (a)(v), it is specifically noted that casual employees appointed to temporary vacancies shall not be entitled to the same insured benefits as permanent employees, nor shall they accrue seniority while in such appointments, or be eligible for sick leave save and except as provided for under Article 15.01 (v).

- (v) After fifty-two (52) weeks (a minimum of 1,834 total hours), a casual employee will be entitled to vacation and sick leave for the remainder of his or her casual employment. In addition, casual employees working in Facility Services who have worked for a minimum of 1,834 hours will be entitled to the safety boot allowance under Article 20.01.
- (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 and Workplace Accommodation

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

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

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

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

15.04 The successful applicant who moves to a new position will have a three (3) month assessment period in which to prove his or her ability to satisfactorily perform the requirements of this position. If he or she fails to do so, the employee shall be returned to a position in his or her former category. In the event that an employee feels unable to satisfactorily perform the requirements of the position, he or she may request in writing, including rationale, to be returned to a position in the employee's former category, without loss of seniority in the former category, provided that the request is made within three (3) months of the commencement of the new position. In the event that the employee's request is approved, the vacancy occasioned by the move may be filled without further posting. The applicants for the initial vacancy will be considered by the Director, Human Resources & Organizational Effectiveness, prior to making such an appointment. After the completion of the assessment 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 (18) months;
 - (iii) while on any leave of absence with pay;
 - (iv) while on any leave of absence without pay up to six (6) months or up to twelve (12) months in the case of pregnancy/parental leave of absence;
 - (v) when absent from work when the employee is prevented from performing the work by reason of an injury arising out of and in the course of employment for the Employer and for which the employee is receiving compensation under the provisions of the Workplace Safety and Insurance Act;
 - (vi) when an employee with at least one (1) year of seniority moves from one seniority group into another, the employee is placed at the year one (1) level within the new group and progresses accordingly thereafter. Seniority from the previous group is frozen at the level accrued when the employee left the group. Seniority accrued in the previous group(s) may be used for job postings and layoff procedures within that group.

- (b) A probationary employee as defined in Article 3.01 (b) herein of this Agreement shall not have the employee's name placed upon the seniority lists herein provided for until such time as the probationary period referred to has been completed. Upon completion of such period, the employee's name shall be placed on the appropriate seniority list and the employee shall be credited with the seniority actually accumulated. It is further understood that the foregoing will not affect the length of the probationary period, save and except those employees on approved leave of absence wherein it is clear that seniority does not accumulate.
- (c) For the purposes of this Agreement there shall be four (4) seniority lists comprised of bargaining unit employees in the following groups:

List A – Library Services Employees – This list includes all employees (including the position of Office Assistant – Shipper/Receiver) other than those listed in List B, List C and List D.

~~List B – Facility Services Employees – This list includes all employees who are working in positions in the Facility Services Department.~~

List C – Librarian Employees – This list includes all employees who are Librarians as defined in Article 3.02 and are working in positions that require the incumbent to be a Librarian.

List D – Information Technology Services Employees – This list includes all employees who are working in positions in the Information Technology Services Department (including the Librarian working in Information Technology Services).

- (d) (i) The Employer shall post seniority lists referred to in (c) above within thirty (30) days of the execution of this Agreement. After such posting, each list shall become final with respect to the employees designated therein except as to any employee who disputes under the Grievance Procedure the accuracy of the seniority date within twenty (20) working days after the list is posted. A revised seniority list shall be thereafter posted twice a year on January 31st and July 31st.
- (ii) The Union Executive will confirm the accuracy of the seniority lists within twenty (20) working days after the lists are posted.
- (iii) When any questions/issues arise or when new bargaining unit positions are created, the Parties will mutually agree on which seniority list the bargaining unit position and the employee filling that position will be placed.

- (e) An employee shall lose all seniority and be deemed to have resigned for the following reasons:
- (i) if the employee voluntarily resigns;
 - (ii) if the employee is discharged for cause and not reinstated through the Grievance Procedure;
 - (iii) if an employee is absent from work for a period of three (3) days without notice, unless a reason satisfactory to the Employer is given;
 - (iv) if an employee utilizes a leave of absence for purposes other than those for which the leave of absence may be granted, or fails to return to work upon the expiration of the leave unless a reason satisfactory to the Employer is provided. In the case of failure to return, the employee will be advised of termination of seniority within seven (7) working days of the termination, with a copy to the Union. Any disputes regarding the basis for termination of seniority will be taken up at Step No. 3 of the Grievance Procedure, at which time the Employer will fairly consider the circumstances of the employee's failure to return to work upon the expiration of the approved leave. Failing agreement, the matter may be referred to arbitration.
 - (v) if an employee is laid off and is notified by the Employer to return to work, and if such employee fails to notify the Employer within three (3) working days of the receipt of such notice of intent to return to work and is absent seven (7) calendar days after a notification to do so by registered mail, or other personal contact;
 - (vi) where an employee fails to notify the Employer of any change of address, the Employer shall not be responsible for the failure of a notice as provided for in the preceding paragraph to reach the employee.
 - (vii) if the employee is laid off and not recalled by the Employer eighteen (18) months from date of layoff.
- (f) The Employer agrees that where a change in organization within London Public Library may deprive a staff member of employment, every effort will be made to transfer the affected staff member to an equal occupation within London Public Library.

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

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

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

ARTICLE 16

LAYOFF AND RECALL PROCEDURE

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

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

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

16.04 In order that the operations of the Union will not become disorganized when layoffs are being made, members of the local Union Executive (four **(4)**persons) shall be the last persons laid off during their term of office, so long as full-time work which they are qualified to perform is available.

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

ARTICLE 17

NEW OR RECLASSIFIED POSITIONS

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

17.02 The Job Evaluation Committee will meet to review new or reclassified positions. The committee composed of

Director, Human Resources & Organizational Effectiveness, Chair

Director or Manager

One other employee of the Employer excluded from the bargaining unit and

Three (3) of the following representatives of the Union:

One (1) Librarian

One (1) Library Services employee

One (1) Facility Services employee

One (1) representative of the Union

shall be set up and shall meet as often as required at the call of the Director, Human Resources & Organizational Effectiveness, 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 Employer.

- 17.03** Any rates established by the Library under this provision may be subject to challenge under the Grievance Procedure (within fifteen (15) 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.
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- 18.02** Employees shall be paid every other week (twenty-six (26) pays per year). The pay will be deposited to the employee's financial institution of choice.

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

18.04

- (a) An employee who is required to perform the duties of a higher-rated position during the absence of the incumbent shall be paid at one step below their current step, in the higher classification, provided that the remuneration is an increase in salary, for that period of time, save and except the first five (5) 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.
- (b) On promotion, an employee will be placed at one (1) step below their current step, provided that the remuneration is an increase in salary. The employee will move to the next step, one (1) year from the date of promotion.

- (c) In the case of an employee with at least one (1) year of seniority who is the successful applicant for a higher-rated position in another seniority group, the employee shall be placed at the “Start” salary level. Should the “Start” salary level be less than a five percent (5%) increase over the employee’s previous salary, the employee shall be placed in the next higher step on the wage grid which will provide not less than, but closest to a five percent (5%) increase over the employee’s previous rate, provided the new rate does not exceed the maximum of the salary grid. The employee will move to the next step one (1) year from the date of promotion.
 - (d) When an employee moves from one pay classification to a higher pay classification on a permanent basis as the result of job evaluation, the rate of pay in the new classification shall be at the same salary progression step as the employee was in the previous classification. Any such increase shall be effective on the Monday following the Job Evaluation Committee meeting date. Where an employee moves from one pay classification to a lower pay classification through job evaluation, the employee’s salary shall be “red-circled” at the employee’s rate of pay until the salary rate in the new classification reaches and surpasses the “red-circled” rate.
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18.05 Economic Wage Increases

January 11, 2009	2%
June 28, 2009	0.5%

ARTICLE 19

PROTECTION OF POSITION

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

19.02

- (a) The Employer agrees to discuss significant changes in 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 Employer undertake such training as is required by the Employer.

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

- (a) for purposes of experimenting, demonstrating or self-familiarization;
 - (b) for purposes of instructing employees in the bargaining unit;
 - (c) in case of emergency or unusual circumstances where employees in the bargaining unit are not immediately available to perform the work required.
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ARTICLE 20

GENERAL

20.01 Clothing Allowance

The Employer shall provide uniforms on an annual basis for all members of the Facility Services staff. The uniforms so provided shall be used solely while at work for the Employer. A safety boot allowance of \$150.00 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.

20.02 Special Compensation

- (a) Employees shall be compensated for expenses authorized by the Chief Executive Officer and/or Director, Financial Services incurred on Library Board business.
- (b) Employees using their own automobiles on Library business shall receive forty-five (45) cents per kilometre, or the current Library Board approved rate, whichever is greater, if the authorization of the appropriate Manager or Director has been obtained. Should an employee use previously approved alternate transportation, the employee shall be reimbursed for costs incurred.

20.03 Correspondence

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

20.04 Education Allowance

The Employer agrees to pay one hundred percent (100%) of the cost of a course of instruction relating to an employee's work whereby the employee is able to better qualify himself or herself to perform the job. This payment shall be made only in the event that the Employer in its discretion authorizes the payment. Payment under this Article is limited to tuition fees and examination fees to a maximum of \$500.00 in any one (1) calendar 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 Employer and the Union.

ARTICLE 21

TERM OF AGREEMENT

21.01 The term of the Collective Agreement will be a one (1) year agreement from January 1st, 2009 to December 31st, 2009.

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

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

ARTICLE 22

EMPLOYMENT STANDARDS REMUNERATION

22.01 It is agreed and understood that, in the event that any provision of the Employment Standards Act 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 11th day of May, 2009.

FOR THE UNION:

Andy Dwyer
Bill De Lanning
Alan Thompson
Don Miller
Rick
Fred Blake

FOR THE EMPLOYER:

Jim Baker
Kim Coulson
Marjorie Mitchell
Barbara Joseph
Margaret Walker

LETTERS OF INTENT

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

LETTERS OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

Between:

THE LONDON PUBLIC LIBRARY BOARD
(hereinafter called “the Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217
(hereinafter called “the Union”)

RE: VOLUNTEER PROGRAM

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

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

LETTER OF UNDERSTANDING

Between :

THE LONDON PUBLIC LIBRARY BOARD
(hereinafter called "the Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217
(hereinafter called "the Union")

RE: OCCUPATIONAL HEALTH & SAFETY ACT

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

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

This Agreement signed this 11th day of May, 2009 on behalf of the Parties.

FOR THE UNION:

David Cummings
David Cummings
John Thompson
Mark [unclear]
[unclear]
Gerald Blake

FOR THE EMPLOYER:

[unclear]
Don [unclear]
Margaret Mitchell
Barbara Joseph
Margaret Wilke

LETTER OF UNDERSTANDING

Between:

**THE LONDON PUBLIC LIBRARY BOARD
(hereinafter called "the Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217
(hereinafter called "the Union")**

RE: EMPLOYMENT RESOURCE CENTRE (ERC) FACILITATORS

During the 2005-2006 Collective Agreement negotiations, the Parties agreed to renew the Letter of Understanding regarding the Employment Resource Centre Facilitators as follows:

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 & Social Development Canada (HRSDC), the continuance of any or all such positions is subject to the annual availability of funding.

The position of Employment Resource Centre Facilitator is part of the Library establishment of permanent Library Assistant positions.

This position is within the scope of the bargaining unit.

At any time should the position be eliminated due to lack of funding or discontinuation of ERC services at the Library, incumbents would exercise their rights according to the Collective Agreement and Library practices.

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

This Agreement signed this 11th day of May, 2009 on behalf of the Parties.

FOR THE UNION:

Wendy Dennis
Paul DeCunings
John Thompson
Matthew
Rob
Grant Blake

FOR THE EMPLOYER:

Tom Baker
Kevin Aulson
Maeyan Mitchell
Barbara Joseph
Margaret Webb

LETTER OF UNDERSTANDING

Between

THE LONDON PUBLIC LIBRARY BOARD
(hereinafter called "the Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217
(hereinafter called "the Union")

RE: ACCRUED SERVICE FOR CASUAL EMPLOYEES

Further to the agreement reached during the 2005-2006 Collective Agreement negotiations pertaining to Article 3.06, the Parties agreed to the following regarding all Casual employees actively employed in a temporary assignment or in the Casual Pool and being employed on an on-call-basis:

A Casual employee will be eligible to have his or her accrued service, as of the date of ratification of this Agreement, considered towards the total of 1,834 hours as outlined in Article 3.06, to a maximum of 1,350 hours.

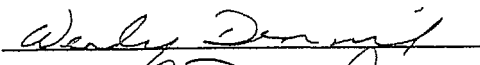
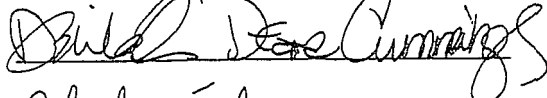
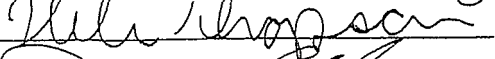


It is further understood that any former Casual employee or any Casual employee who has resigned or been terminated and is therefore not actively employed at the London Public Library at the time of the ratification of this Agreement will not have his or her previous accrued service considered towards the total hours as per Article 3.06 should they be re-hired as a Casual employee at some future date.

Any Casual employee who is currently receiving Vacation and Sick benefits under Article 15.01 (v) will continue to be eligible for the benefits for the remainder of his or her Casual employment.

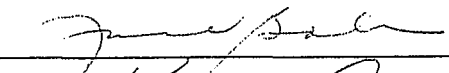
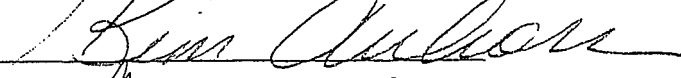
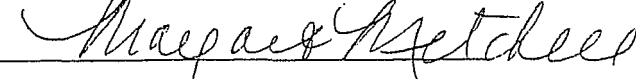
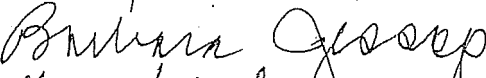

This letter will remain in effect for the duration of the Collective Agreement.

This Agreement signed this 11th day of May, 2009 on behalf of the Parties.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

Between:

THE LONDON PUBLIC LIBRARY BOARD
(hereinafter called "the Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217
(hereinafter called "the Union")

RE: SENIORITY LIST

During the term of the Collective Agreement the Parties will investigate the feasibility of having one (1) seniority list for all bargaining unit employees.

This Agreement signed this 11th day of May, 2009 on behalf of the Parties.

FOR THE UNION:

FOR THE EMPLOYER:

Wendy Davis
Debra Deering
Helen Thompson
Doreen
Ken
Carol Blake

John
Kim Anderson
Margaret Mitchell
Bruce Joseph
Margaret Wilkie

LETTER OF UNDERSTANDING

Between:

THE LONDON PUBLIC LIBRARY BOARD
(hereinafter called “the Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217
(hereinafter called “the Union”)

RE: JOB EVALUATION AND PAY EQUITY MAINTENANCE

The Parties are committed to maintaining the job evaluation system as developed in 2006/2007 and thereby the Pay Equity Plan for the London Public Library. In order to develop the maintenance procedures, it is agreed that a Committee will recommend provisions to the Parties for their approval. ~~The Committee will consist of the Joint Job Evaluation Committees (J.J.E.C.)~~ of the Parties plus two (2) additional members, one (1) from the Union and one (1) from the Employer. The following direction is provided to the Committee to guide its deliberations:

1. The Committee shall consider its own Job Evaluation processes developed in-house as well as other plans in the development of its own “Made-in-the-Library” Job Evaluation and Pay Equity Maintenance Manual;
2. The J.J.E.C. shall have equal representation from the Parties, and shall consist of three (3) representatives from each of Management and the Union, with two (2) alternates for each;
3. The J.J.E.C. shall utilize the Job Evaluation Rating Tool developed in 2006/2007. Changes to the Job Evaluation Rating Tool shall be by mutual agreement of the Parties;
4. Committee decision making shall be based on consensus, except for routine business decisions which can be made by simple majority;
5. The role/duties of chair person(s) shall be identified;
6. The process for administrative support shall be identified;
7. Provisions for conflict of interest guidelines re: committee members rating jobs shall be included;
8. Evaluation procedures, including the use of the job evaluation questionnaire, interviews, site visits etc. for:

- a. New jobs brought forward by management;
 - b. Existing jobs brought forward by incumbents for consideration when they feel significant changes have occurred;
 - c. Provisions for management to bring forward significant job changes as they are identified, including the provision of revised job descriptions;
 - d. Six (6) month review process sifter the incumbent(s) appointment to a new job;
9. Provisions for communication mechanism to incumbents and respective supervisors and managers, with recommendations regarding the extent of information to be communicated;
10. Provisions for dispute resolution process prior to arbitration;

The Committee is requested to complete its review and provide a recommended written Job Evaluation and Pay Equity Maintenance Manual to the representatives of the Negotiating Committee within three (3) months of ratification of the Collective Agreement.

The Parties will meet within two (2) weeks of receiving the Manual (or such longer period as mutually agreed to) to approve the Manual.

The Job Evaluation/Pay Equity Maintenance Manual will be incorporated in and form part of the Collective Agreement. The Job Evaluation Rating Tool is not part of the Job Evaluation/Pay Equity Maintenance Manual.

This Agreement signed this 11th day of May, 2009 on behalf of the Parties,

FOR THE UNION:

Kenly Dennis
Phil DeLumings
Del Thompson
Don Allen
RO
Fred Blake

FOR THE EMPLOYER:

John Pean
Jim Anderson
Marjorie Mitchell
Barbara Jessop
Maureen Walker

APPENDIX A

LONDON PUBLIC LIBRARY BOARD
ANNUAL SALARY GRID (UNION)
Effective January 11, 2009

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15.334	15.972	16.638	17.331	18.053	18.806	19.589
	28,014	29,182	30,397	31,664	32,983	34,358	35,789
2	15.981	16.647	17.340	18.063	18.815	19.599	20.416
	29,197	30,414	31,681	33,001	34,376	35,808	37,300
3	17.813	18.556	19.329	20.134	20.973	21.847	22.757
	32,545	33,901	35,314	36,785	38,318	39,914	41,578
4	20.038	20.872	21.742	22.648	23.592	24.575	25.599
	36,609	38,134	39,723	41,378	43,102	44,898	46,769
5	21.672	22.575	23.516	24.495	25.516	26.579	27.687
	39,595	41,244	42,963	44,753	46,618	48,560	50,583
6	24.378	25.394	26.452	27.554	28.702	29.898	31.144
	44,539	46,394	48,327	50,341	52,439	54,624	56,900
7	26.584	27.692	28.845	30.047	31.299	32.604	33.962
	48,569	50,593	52,701	54,897	57,184	59,567	62,049
8	26.999	28.124	29.296	30.517	31.788	33.113	34.493
	49,328	51,383	53,524	55,754	58,077	60,497	63,018
9	27.421	28.564	29.754	30.994	32.285	33.630	35.032
	50,099	52,186	54,361	56,626	58,985	61,443	64,003
10	28.519	29.707	30.945	32.234	33.577	34.976	36.433
	52,103	54,274	56,536	58,892	61,345	63,901	66,564

APPENDIX A

LONDON PUBLIC LIBRARY BOARD
ANNUAL SALARY GRID (UNION)
Effective June 28, 2009

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15.410	16.052	16.721	17.418	18.144	18.900	19.687
	28,154	29,327	30,549	31,822	33,148	34,529	35,968
2	16.061	16.730	17.427	18.153	18.910	19.697	20.518
	29,343	30,566	31,839	33,166	34,548	35,987	37,487
3	17.902	18.648	19.425	20.235	21.078	21.956	22.871
	32,708	34,071	35,490	36,969	38,509	40,114	41,785
4	20.138	20.977	21.851	22.761	23.710	24.698	25.727
	36,792	38,325	39,921	41,585	43,318	45,122	47,003
5	21.780	22.688	23.633	24.618	25.644	26.712	27.825
	39,793	41,451	43,178	44,977	46,851	48,803	50,836
6	24.500	25.521	26.584	27.692	28.846	30.047	31.299
	44,761	46,626	48,569	50,593	52,701	54,897	57,184
7	26.717	27.830	28.990	30.198	31.456	32.767	34.132
	48,812	50,846	52,964	55,171	57,470	59,864	62,359
8	27.134	28.265	29.443	30.669	31.947	33.279	34.665
	49,575	51,640	53,792	56,033	58,368	60,800	63,333
9	27.558	28.707	29.903	31.149	32.447	33.799	35.207
	50,349	52,447	54,632	56,909	59,280	61,750	64,323
10	28.661	29.855	31.099	32.395	33.745	35.151	36.616
	52,364	54,546	56,819	59,186	61,652	64,221	66,897

APPENDIX B

List of Excluded Positions

Chief Executive Officer

Director, Quality Improvement

Director, Marketing & Development

Manager, Customer Services & Branch Operations

Director, Financial Services

Director, Information Technology Services

Manager, Facility Services

Manager, Training & Development

Director, Human Resources & Organizational Effectiveness

Executive Assistant to Chief Executive Officer

Administrative Assistant to Directors

Administrative Assistant, Finance

Administrator, Volunteer Services

Human Resources Generalist

APPENDIX C

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

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

1. Definitions

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

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

- (b) "Board" shall mean the London Public Library Board.
- (c) "Continuous Service" shall mean that period of unbroken employment with the Employer, calculated from the date of the beginning of an employee's then current service with the Employer. Employment shall not be deemed to be broken by reason of an employee being on leave of absence with or without pay.
- (d) "Retirement" shall mean an employee leaving the service of the Employer by reason of attaining or passing a retirement age under any pension scheme of the Employer, or by reason of the Employer retiring the employee on pension because of illness, disease, or injury.

2. Save as hereinafter mentioned, an employee who is employed between the first (1st) and seventh (7) day inclusive of a month, at the conclusion of the last working day of that month shall have earned and have credited one and one-half (1 ½) working days of Sick Leave Credits (based on a total of ten and one-half (10 ½) hours per month); an employee who is employed after the seventh (7th) day of any month at the conclusion of the last working day of the month following shall have earned and have credited one and one-half (1 ½) working days (ten and one-half (10 ½) hours) of Sick Leave Credits. Such Sick Leave Credits to accumulate at the rate of one and one-half (1 ½) working days (ten and one-half (10 ½) hours) for each month of continuous employment thereafter. The time during which an employee is absent through illness or injury and is being paid by reason of Sick Leave Credits, or is receiving remuneration from the Employer awarded by the Workplace Safety and Insurance Board for temporary disability, shall be included in

computing that employee's Sick Leave Credit as though that employee were not absent, but there shall be no credit entitlement for time when an employee is absent through illness or injury when Sick Leave Credits have been exhausted, or for the time during which an employee is on leave of absence, either with or without pay. From such Sick Leave Credits there shall be deducted all days during such period of continuous service for which an employee has received from the Employer remuneration during absence due to illness or injury. Such credit shall be accumulated from year to year except that employees hired after April 30th, 1985 shall accumulate credit to a maximum of one hundred and twenty (120) days and, save as herein otherwise provided, an employee shall be eligible to be paid when absent through illness or through injury received while off duty so long as Sick Leave Credits are available, but not otherwise. When so paid, the number of working days absent shall be deducted from the employee's accumulated Sick Leave Credits. Permanent part-time employees whose employment is at least seventeen (17) hours per week shall be entitled to Sick Leave Credits computed on a pro rata basis; but employees working less than seventeen (17) hours per week shall not be entitled to Sick Leave Credits or to be paid while absent from duty.

3. ~~Where an employee with unused Sick Leave Credits is absent as a result of an injury received while on duty, or illness inherent to the occupation, and as a result is receiving Workers' Compensation as awarded by the Workplace Safety and Insurance Board, the employee shall receive the difference between regular pay and the award of the Workplace Safety and Insurance Board. If Sick Leave Credits are so used, a deduction therefore shall be made from the employee's accumulated Sick Leave Credits in the same manner as hereinbefore set forth.~~
4. Whether or not an employee's Sick Leave Credits have been exhausted, the employee who is absent due to illness or non-work-related injury, may make a written application to the Employer for a leave of absence without pay in accordance with Article 13.02 (h). Additional Sick Leave Credits will not accrue during the period of this leave. After two (2) 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 7 of Appendix C or the employee may use the credits to fund the continuation of benefits or any other mutually agreeable disposition of the accrued Sick Leave Credits to the maximum payout value.
5. If an employee cannot report to work due to an illness, the employee must notify his or her immediate supervisor, or designate, prior to the start of the scheduled shift or within a reasonable time if circumstances prevent the employee from notifying the supervisor, or designate, prior to the scheduled shift.

6. An employee must provide good and sufficient proof of illness upon return to work or within fifteen (15) calendar days of the beginning of the illness, whichever period is shorter, and proof must be provided for every fifteen (15) day period or part thereof or at any time upon the request of the Director, Human Resources & Organizational Effectiveness. Should the Director, Human Resources & Organizational Effectiveness request proof of illness prior to the return of the employee or more frequently than each fifteen (15) day period, the Employer will pay the cost of the proof of illness supplied by a qualified medical or dental practitioner.
7. Every employee who was actively employed by the Employer prior to May 1st, 1985, and who has then had eight (8) or more years' continuous service shall be granted upon termination of employment – other than dismissal by the Employer for good and sufficient cause – leave with pay or an amount equal to his/her salary or wages for one-half (%) the number of days standing to the employee's credit and, in any event, not in excess of the amount of one-half (½) year's earnings at the rate received immediately prior to termination of employment. No additional Sick Leave Credits shall accumulate during that time in which an employee is being paid after termination of employment.

8. Where an employee who was an employee prior to May 1st, 1985 dies while in the employ of the Employer, having then had at least eight (8) years' continuous service with the Employer, the Employer shall make a grant to the deceased employee's estate, computed from the date of death, of the amount which would have been paid had such an employee terminated employment pursuant to the preceding section.
9. The Employer shall maintain records pertaining to the employees' Sick Leave Credits, additions to and deductions there from and of all employees reported on the sick and injured list. Information as required shall be furnished by supervisors on regular Attendance Report forms.
10. The employee may request their sick leave balance at any time from their supervisor.
11. The provisions of paragraph 65(b) of Section 352 of The Municipal Act, R.S.O. 1990, S207, page 47, with respect to the transfer of Sick Leave Credits shall apply.
12. Effective January 1st, 1989, part-time employees shall be entitled to sick leave on a pro rata basis and unused sick leave days shall accumulate for future use to a maximum of one hundred and twenty (120) days, but shall have no cash surrender value. Unused sick days accumulated by an employee who was a full-time employee prior to May 1st, 1985 and who then transferred to part-time may be vested for a future cash surrender value as outlined in Item 7 of this Appendix.

APPENDIX D

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

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

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

12. Salary progression shall apply only to time worked after April 30th, 1978. Each employee shall be placed at the six (6) month level on May 1st, 1978 and shall receive an increment on the employee's anniversary date thereafter (service shall be pro-rated in the same fashion as seniority).

An employee hired after April 30th, 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 the case of a part-time employee who regularly works additional hours over what the employee is regularly scheduled, pro rata would then be the ratio of hours worked to that of a full-time position. This ratio will be used to calculate seniority and anniversary date for increments.

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

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

Benefits	Coverage Highlights	Benefit Effective Date
<p><u>MANULIFE FINANCIAL</u> Extended Health Care Drugs</p> <p>Paramedical Services</p> <p>Over-age Coverage</p> <p>Vision</p> <p>Semi-Private</p> <p>Dental</p> <p>Deluxe Travel</p>	<p>▶ No deductible. Plan will include prescription coverage based on the Manulife Life Formulary 3 Plan (or equivalent). Prescription dispensing fees will be capped at \$8.00 per prescription.</p> <p>▶ Effective January 1, 2009, this plan will include coverage for employees 65 and older. The Ontario Drug Benefit Plan (ODB) shall be considered the first payor for employees 65 years of age and older. The Employer shall reimburse the employee in a manner to be determined by the Employer up to the 2009 ODB deductible upon proof of payment.</p> <p>▶ Clinical Psychologist, Registered Masseur, Speech Pathologist, Chiropractor, Osteopath, Chiroprapist, Podiatrist, Naturopath \$500/person per benefit year, subject to deductible, plus \$50/person per benefit year for X-rays by a Chiroprapist:</p> <ul style="list-style-type: none"> ▶ Payable only after any annual maximum allowance under OHIP has been paid ▶ \$10 deductible per person, maximum \$20 per family/benefit year. <p>▶ 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 & vision</p> <p>▶ Includes one eye exam every 24 months to a maximum of \$80.00</p> <p>▶ For persons over age 21: \$325.00/24 months</p> <p>▶ For children under age 21 with a change in prescription: \$200/12 months</p> <p>▶ One eye exam /24 months to a maximum of \$80.00 for employees, over-aged dependents and spouse</p> <p>▶ No deductible</p> <p><u>Plan 1</u> Basic Plan 9 - current fee guide; overall lifetime maximum - unlimited Rider 2 - Dentures - complete/partial once every 5 years - 50/50 Co-payment Rider 4 - Crown/Bridge Work - fixed prosthodontic once every 5 years - 50/50 Co-payment Effective April 1, 2009 employees 65 years of age and older will have deducted the 25% employee portion of the premium for dental coverage.</p> <p>▶ Optional benefit. Emergency medical services for out-of-province/ country of residence. 100% employee paid. Effective April 1, 2009.</p>	<p>Immediately, unless hired after 7th, then 1st of the following month</p> <p>3-month waiting period</p>

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

Benefits	Coverage Highlights	Benefit Effective Date				
LIFE INSURANCE* Employee Life Insurance Accidental Death & Dismemberment Optional Life Insurance	<ul style="list-style-type: none"> ▶ Compulsory life coverage in the amount of 2 ½ times annual basic earnings to maximum of \$250,000. ▶ Same as basic life insurance (above) ▶ For life insurance and AD & D, employees 65 years of age and older will receive payment in lieu, equivalent to employer portion of monthly premiums paid out on a monthly basis. Effective April 1, 2009. ▶ \$10,000 units to maximum of \$250,000 (proof of good health required) 	<p>Immediately Immediately</p> <p>To be applied for</p>				
WAGE LOSS REPLACEMENT Sick Leave*	<ul style="list-style-type: none"> ▶ Sick leave accumulates at the rate of 1½ days per month with: <ul style="list-style-type: none"> a) no maximum if hired prior to May 1st, 1985; and b) a maximum of 120 days if hired after May 1st, 1985. Effective May 3, 2009 	<p>Accrue from date of hire</p>				
OMERS PENSION	<ul style="list-style-type: none"> ▶ Ontario Municipal Employees Retirement System ▶ Normal retirement age 65 ▶ Compulsory enrolment ▶ At age 69, all contributions to OMERS cease and a normal retirement pension is paid to the plan member even if the plan member is still working. 	<p>Immediately</p>				
PAID HOLIDAYS*	<ul style="list-style-type: none"> ▶ 12 recognized days per year ▶ 1 Floating "Board" day per year ▶ the ½ working day preceding Christmas Day and the ½ working day preceding New Year's Day 					
VACATION"	<ul style="list-style-type: none"> ▶ Employees shall receive an annual vacation with pay in accordance with years of service prior to the first day of May in a year as follows: <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 40px;">1 year service - 15 days</td> <td>16 years service – 25 days</td> </tr> <tr> <td>7 years service - 20 days</td> <td>23 years service – 30 days.</td> </tr> </table> ▶ Employees with less than one year of service as of May 1st shall receive vacation pro-rated in accordance with the appropriate schedule. ▶ In the event that an employee becomes entitled to additional vacation through years of service during the year, such vacation must be taken after the employee's anniversary of permanent hire date and within six (6) months. 	1 year service - 15 days	16 years service – 25 days	7 years service - 20 days	23 years service – 30 days.	
1 year service - 15 days	16 years service – 25 days					
7 years service - 20 days	23 years service – 30 days.					
PAY DAY	<ul style="list-style-type: none"> ▶ Direct deposit to the employee's depository account bi-weekly on Thursdays 					
EMPLOYEE ASSISTANCE PROGRAM	<ul style="list-style-type: none"> ▶ Confidential counselling is available at no charge to employees and their immediate family members (spouse and dependent children). 					

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