



COLLECTIVE AGREEMENT

BETWEEN

THE LONDON PUBLIC LIBRARY BOARD

(hereinafter referred to as “the Employer”)

AND

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

**LONDON LIBRARY EMPLOYEES’
UNION**

(hereinafter referred to as “the Union”)

Term of Agreement: 3 years from January 1, 2010 to December 31, 2012

02356 (12)

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THIS AGREEMENT made and entered into this 22nd day of March, 2010.

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 three (3) Management representatives and three (3) Union representatives for the purpose of evaluating new or revised jobs in the Bargaining Unit.
- 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 (1 ½). 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 (1 ½) hours for each hour so worked afforded for work outside the normal work day or week (regardless of the day of the week) or compensation on that basis, at the discretion of the Employer. Compensatory time off will be scheduled as mutually agreed upon by the employee and the Director. 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. Employees will be allowed a maximum of five (5) days per calendar year (based on a total of thirty-five (35) hours for full-time and seventeen and one-half (17 ½) hours for part-time) and such days shall be deducted from the employee's banked sick days. Unused days may not be carried forward to the following year. Employees must book and / or use the time in a minimum of one (1) hour increments. It is noted that the time available under Article 13.01 f (iii) is separate from the time available under the Family Responsibilities provisions under the Employment Standards Act. Entitlement is based on the employee's status (permanent full-time or part-time) on January 1st of each year. Should **an** employee move from permanent part-time to permanent full-time during the year the employee will be credited with an additional seventeen and one-half (17 ½)

hours in the current year. Should an employee move from permanent full-time to part-time status during the year the entitlement for the current year will remain unchanged and will be adjusted effective January 1st the following year.

Leave for Union Officers

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

(h) Leave for Personal Reasons

The Employer may grant to an employee a leave of absence for personal reasons. A request for such leave of absence shall be made in writing setting forth the reasons therefore to the Director, Human Resources & 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.

(i) Self Funded Leave

- (1) The London Public Library Board shall permit employees in any classification having at least five (5) years continuous service as a permanent employee of the 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. Effective July 1, 2011, prescription dispensing fees will be capped at \$9.00 per prescription. Effective January 1, 2012, prescription dispensing fees will be capped at \$10.00 per prescription.

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

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

ARTICLE 18

REMUNERATION

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

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

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

18.04

- (a) An employee who is required 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.

18.05 Economic Wage Increases

January 10, 2010	0.5%
June 27, 2010	1.0%
January 9, 2011	1.5%
June 26, 2011	0.75%
January 8, 2012	1.75%
June 24, 2012	1.00%

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.

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 three (3) year agreement from January 1st, 2010 to December 31st, 2012.
- 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.

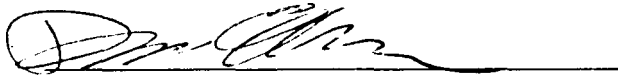
ARTICLE 22

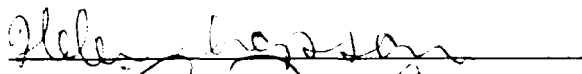
EMPLOYMENT STANDARDS REMUNERATION

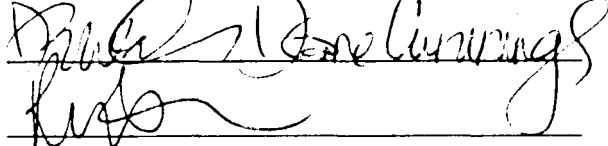
- 22.01** It is agreed **and** understood that, in the event that any provision of the Employment Standards Act provides a greater right or benefit to any employee covered by this Agreement, the greater right or benefit contained in the Employment Standards Act shall prevail and be deemed to form part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

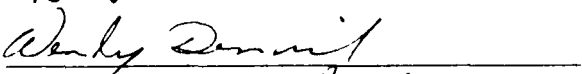
IN WITNESS WHEREOF the Parties have executed this Agreement as of the 22nd day of March, 2010.

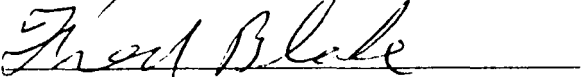
FOR THE UNION:



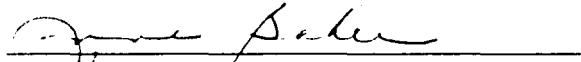


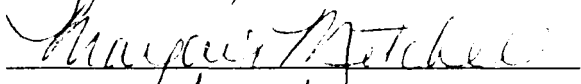


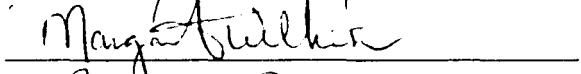





FOR THE EMPLOYER:









LETTERS OF INTENT

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

LETTERS OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

Between:

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

and

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

RE: VOLUNTEER PROGRAM

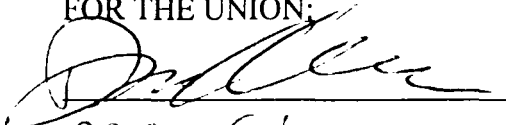
During the 2005-2006 Collective Agreement negotiations, the Parties agreed to revise the Letter of Understanding regarding the Volunteer Program as follows:


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

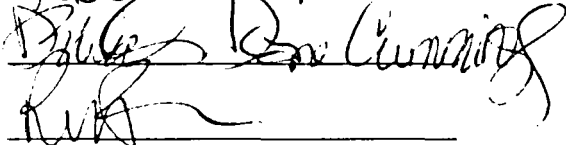
6. The Volunteer Committee shall consist of up to four (4) union representatives and up to four (4) employer representatives. Meetings will be held for the purposes of reviewing volunteer programs, projects and volunteer work opportunities.
7. In reviewing individual volunteer work opportunities, the union representatives on the Committee will determine if the position is in accordance with Principle 1 of this Letter of Understanding. Union concurrence for individual work opportunities is required before the work opportunity will be implemented.
8. Outstanding matters may be referred for discussion to the Union-Management Committee, and either Party may have in attendance such representatives as are necessary for a knowledgeable discussion of the matter at issue.
9. All the principles and good practices that relate to sound human resources administration will be applied to volunteers.
10. An education program will be delivered to the Board, staff and the Union. on the role of volunteers.
11. In some instances, services will be provided through cooperation with existing volunteer groups or other organizations.


This Agreement signed this 22nd day of March, 2010 on behalf of the Parties.

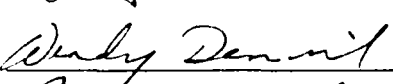
FOR THE UNION:






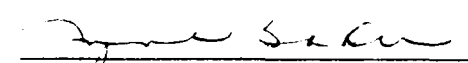








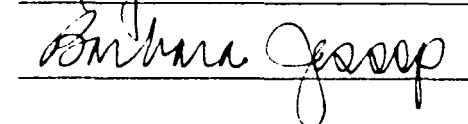


FOR THE EMPLOYER:









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: OCCUPATIONAL HEALTH & SAFETY ACT

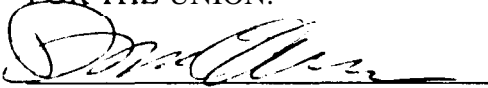
During the 2005-2006 Collective Agreement negotiations, the Parties agreed to renew the Letter of Understanding regarding the Occupational Health & Safety Act as follows:

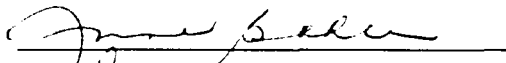
The Parties recognize that they are bound to the current provisions of the Occupational Health & Safety Act and Regulations. If there are amendments to this Act or its Regulations, the Parties agree to continue to be bound by the section: "the right to refuse or **stop** work where health and safety 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.

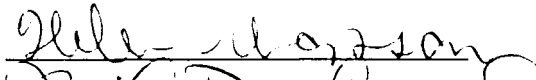
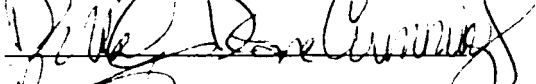
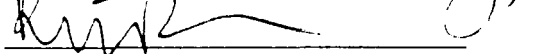
This Agreement signed this 22nd day of March, 2009 on behalf of the Parties.

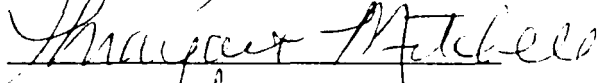
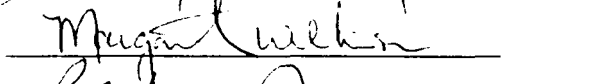

FOR THE UNION:

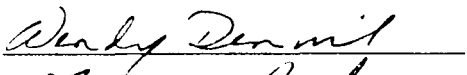
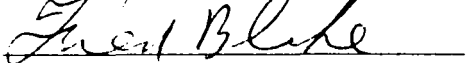
FOR THE EMPLOYER:





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: 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.

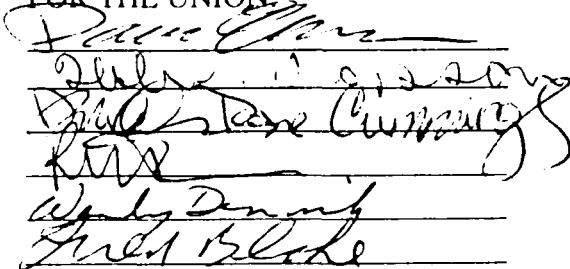
This position is within the scope of the bargaining unit.

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.

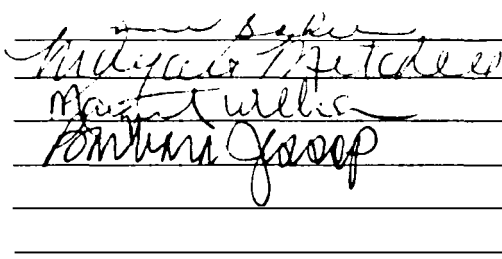
ERC Facilitator positions which become vacant **will** be posted in accordance with the terms and conditions of the Collective Agreement and Library practices.

This Agreement signed this 22nd day of March, 2010 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")**

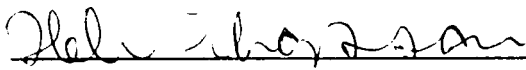
RE: SELF- FUNDED LEAVE


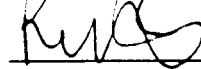
During the term of the Collective Agreement the Parties will form a joint subcommittee of the Negotiating Committee to review self-funded leaves.

This Agreement signed this 22nd day of March, 2010 on behalf of the Parties.


FOR THE UNION:



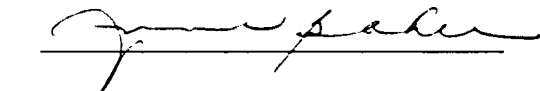


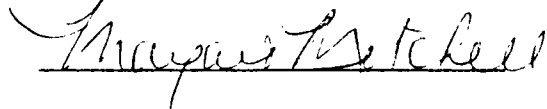



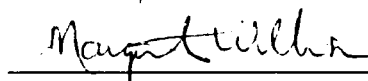





FOR THE EMPLOYER:









LETTER OF UNDERSTANDING

Between:

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

and

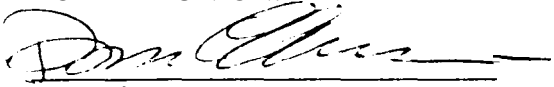
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 217
(hereinafter called "the Union")


RE: VACATIONS

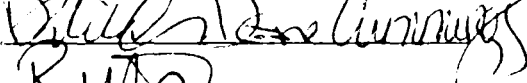
- a. The table of vacation entitlement based on years of service contained in Article 12 of the current Collective Agreement will remain unchanged for the term of this Agreement.
- b. Commencing January 1, 2012, the vacation accrual year will be changed from May 1st - April 30th to January 1st - December 31st.
- c. The vacation accrued from May 1, 2010 to April 30, 2011 will be taken between May 1, 2011 and January 31, 2012.
- d. The employee will accrue vacation from May 1, 2011 to December 31, 2011, to be taken between January 1, 2012 and December 31, 2012.
- e. Notwithstanding the shortened accrual period of eight (8) months (section d. above), the employee will be entitled to their full vacation entitlement in 2012 as per Article 12, such vacation to be taken between January 1, 2012 and December 31, 2012.
- f. As of January 1, 2012, any vacation carryover must be used by June 30th each year.

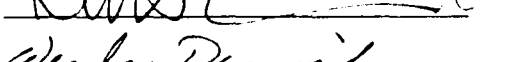
This Agreement signed this 22nd day of March, 2010 on behalf of the Parties.


FOR THE UNION:

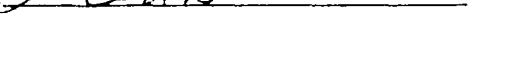




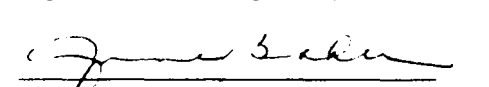


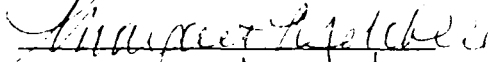





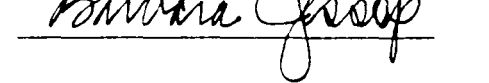


FOR THE EMPLOYER:









APPENDIX A

LONDON PUBLIC LIBRARY BOARD
 ANNUAL SALARY GRID (UNION)
 Effective January 10, 2010

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15,487	16,133	16,805	17,505	18,234	18,994	19,785
	28,295	29,474	30,702	31,981	33,314	34,702	36,148
2	16,141	16,814	17,514	18,244	19,004	19,796	20,621
	29,490	30,718	31,998	33,332	34,720	36,167	37,674
3	17,992	18,742	19,523	20,336	21,183	22,066	22,985
	32,871	34,241	35,668	37,154	38,702	40,315	41,994
4	20,238	21,082	21,960	22,875	23,828	24,821	25,855
	36,976	38,516	40,121	41,793	43,534	45,348	47,238
5	21,889	22,801	23,751	24,741	25,772	26,846	27,964
	39,991	41,658	43,394	45,202	47,085	49,047	51,090
6	24,622	25,648	26,717	27,830	28,990	30,198	31,456
	44,985	46,859	48,812	50,846	52,964	55,171	57,470
7	26,851	27,969	29,135	30,349	31,613	32,930	34,302
	49,056	51,100	53,229	55,447	57,757	60,164	62,671
8	27,270	28,406	29,590	30,823	32,107	33,445	34,838
	49,822	51,898	54,061	56,313	58,660	61,104	63,650
9	27,696	28,850	30,052	31,305	32,609	33,968	35,383
	50,601	52,709	54,906	57,193	59,576	62,059	64,645
10	28,804	30,005	31,255	32,557	33,914	35,327	36,799
	52,626	54,819	57,103	59,482	61,960	64,542	67,231

APPENDIX A

LONDON PUBLIC LIBRARY BOARD
ANNUAL SALARY **GRID** (UNION)
Effective June 27, 2010

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15,642	16,294	16,973	17,680	18,417	19,184	19,983
	28,578	29,769	31,009	32,301	33,647	35,049	36,510
2	16,302	16,982	17,689	18,426	19,194	19,994	20,827
	29,785	31,026	32,318	33,665	35,068	36,529	38,051
3	18,172	18,929	19,718	20,539	21,395	22,287	23,215
	33,200	34,583	36,024	37,525	39,089	40,718	42,414
4	20,441	21,292	22,180	23,104	24,066	25,069	26,114
	37,345	38,901	40,522	42,211	43,969	45,802	47,710
5	22,108	23,029	23,989	24,988	26,029	27,114	28,244
	40,391	42,074	43,827	45,654	47,556	49,537	51,601
6	24,869	25,905	26,984	28,109	29,280	30,500	31,771
	45,435	47,328	49,300	51,354	53,494	55,723	58,045
7	27,119	28,249	29,426	30,652	31,929	33,260	34,645
	49,546	51,611	53,761	56,001	58,335	60,765	63,297
8	27,543	28,690	29,886	31,131	32,428	33,779	35,187
	50,321	52,417	54,601	56,876	59,246	61,715	64,286
9	27,973	29,139	30,353	31,618	32,935	34,307	35,737
	51,107	53,236	55,455	57,765	60,172	62,679	65,291
10	29,093	30,305	31,567	32,883	34,253	35,680	37,167
	53,152	55,367	57,674	60,077	62,580	65,187	67,904

APPENDIX A

LONDON PUBLIC LIBRARY BOARD
ANNUAL SALARY GRID (UNION)
Effective January 9, 2011

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	15,938	16,602	17,294	18,014	18,765	19,547	20,361
	29,007	30,215	31,474	32,786	34,152	35,575	37,057
2	16,611	17,303	18,024	18,775	19,557	20,372	21,221
	30,231	31,491	32,803	34,170	35,594	37,077	38,622
3	18,515	19,287	20,091	20,928	21,800	22,708	23,654
	33,698	35,102	36,565	38,088	39,675	41,328	43,050
4	20,827	21,695	22,599	23,541	24,521	25,543	26,607
	37,906	39,485	41,130	42,844	44,629	46,489	48,426
5	22,526	23,465	24,442	25,461	26,522	27,627	28,778
	40,997	42,705	44,485	46,338	48,269	50,280	52,375
6	25,339	26,395	27,494	28,640	29,833	31,076	32,371
	46,116	48,038	50,040	52,125	54,296	56,559	58,915
7	27,632	28,783	29,982	31,232	32,533	33,888	35,300
	50,290	52,385	54,568	56,841	59,210	61,677	64,247
8	28,063	29,233	30,451	31,720	33,041	34,418	35,852
	51,075	53,204	55,420	57,730	60,135	62,641	65,251
9	28,502	29,690	30,927	32,215	33,558	34,956	36,412
	51,874	54,035	56,287	58,632	61,075	63,620	66,270
10	29,642	30,878	32,164	33,504	34,900	36,355	37,869
	53,949	56,197	58,539	60,978	63,519	66,165	68,922

APPENDIX A

LONDON PUBLIC LIBRARY BOARD
ANNUAL SALARY GRID (UNION)
Effective June 26, 2011

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	16.057	16.726	17.423	18.149	18.906	19.693	20.514
	29,224	30,442	31,710	33,032	34,408	35,842	37,335
2	16.735	17.433	18.159	18.915	19.704	20.525	21.380
	30,458	31,727	33,049	34,426	35,861	37,355	38,911
3	18.654	19.432	20.241	21.085	21.963	22.878	23.832
	33,951	35,365	36,839	38,374	39,973	41,638	43,373
4	20.983	21.858	22.768	23.717	24.705	25.735	26.807
	38,190	39,781	41,439	43,165	44,964	46,837	48,789
5	22.695	23.641	24.626	25.652	26.720	27.834	28.994
	41,305	43,026	44,819	46,686	48,631	50,657	52,768
6	25.529	26.592	27.700	28.855	30.057	31.309	32.614
	46,462	48,398	50,415	52,515	54,704	56,983	59,357
7	27.839	28.999	30.207	31.466	32.777	34.143	35.565
	50,667	52,778	54,977	57,268	59,654	62,139	64,729
8	28.274	29.452	30.679	31.957	33.289	34.676	36.121
	51,458	53,603	55,836	58,163	60,586	63,110	65,740
9	28.716	29.912	31.159	32.457	33.809	35.218	36.685
	52,263	54,440	56,709	59,072	61,533	64,097	66,767
10	29.865	31.109	32.405	33.756	35.162	36.627	38.153
	54,354	56,619	58,978	61,435	63,995	66,661	69,439

APPENDIX A

LONDON PUBLIC LIBRARY BOARD
ANNUAL SALARY GRID (UNION)

Effective January 8, 2012

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	16.276	16.954	17.660	18.396	19.163	19.961	20.793
	29,736	30,975	32,265	33,610	35,010	36,469	37,988
2	16.963	17.670	18.406	19.173	19.972	20.804	21.671
	30,991	32,282	33,628	35,029	36,488	38,009	39,592
3	18.908	19.696	20.517	21.371	22.262	23.189	24.156
	34,545	35,984	37,484	39,046	40,672	42,367	44,132
4	21.269	22.155	23.078	24.040	25.041	26.085	27.172
	38,858	40,477	42,164	43,921	45,751	47,657	49,643
5	23.004	23.962	24.961	26.001	27.084	28.212	29.388
	42,028	43,779	45,603	47,503	49,482	51,544	53,692
6	25.876	26.954	28.077	29.247	30.466	31.735	33.057
	47,275	49,245	51,297	53,435	55,661	57,980	60,396
7	28.218	29.393	30.618	31.894	33.223	34.607	36.049
	51,553	53,702	55,939	58,270	60,698	63,227	65,861
8	28.658	29.853	31.096	32.392	33.742	35.148	36.612
	52,359	54,541	56,813	59,180	61,646	64,215	66,890
9	29.106	30.319	31.582	32.898	34.269	35.697	37.184
	53,177	55,393	57,701	60,105	62,610	65,218	67,936
10	30.271	31.532	32.846	34.215	35.640	37.125	38.672
	55,305	57,610	60,010	62,510	65,115	67,828	70,654

APPENDIX A

**LONDON PUBLIC LIBRARY BOARD
ANNUAL SALARY GRID (UNION)
Effective June 24, 2012**

Band	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	16.438	17.123	17.837	18.580	19.354	20.161	21.001
	30,033	31,285	32,588	33,946	35,360	36,834	38,368
2	17.132	17.846	18.590	19.364	20.171	21.012	21.887
	31,301	32,605	33,964	35,379	36,853	38,389	39,988
3	19.097	19.893	20.722	21.585	22.484	23.421	24.397
	34,890	36,344	37,859	39,436	41,079	42,791	44,574
4	21.482	22.377	23.309	24.280	25.292	26.346	27.443
	39,247	40,882	42,585	44,360	46,208	48,133	50,139
5	23.234	24.202	25.210	26.261	27.355	28.494	29.682
	42,448	44,217	46,059	47,978	49,977	52,059	54,229
6	26.135	27.224	28.358	29.540	30.770	32.053	33.388
	47,748	49,738	51,810	53,969	56,218	58,560	61,000
7	28.500	29.687	30.924	32.213	33.555	34.953	36.409
	52,069	54,239	56,499	58,853	61,305	63,859	66,520
8	28.945	30.151	31.407	32.716	34.079	35.499	36.978
	52,883	55,086	57,381	59,772	62,263	64,857	67,559
9	29.397	30.622	31.898	33.227	34.612	36.054	37.556
	53,709	55,947	58,278	60,706	63,236	65,871	68,615
10	30.574	31.848	33.175	34.557	35.997	37.497	39.059
	55,858	58,186	60,610	63,135	65,766	68,506	71,361

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 (7th) 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)**

<p>MANULIFE FINANCIAL</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. Effective July 1, 2011, prescription dispensing fees will be capped at \$9.00 per prescription. Effective January 1, 2012, prescription dispensing fees will be capped at \$10.00 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 Masseuse, Speech Pathologist, Chiropractor, Osteopath, Chiropodist, Podiatrist, Naturopath \$500/person per benefit year, subject to deductible, plus \$50/person per benefit year for X-rays by a Chiropractor:</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> <ul style="list-style-type: none"> ▶ For persons over age 21 : \$325.00/24 months ▶ For children under age 21 with a change in prescription: \$200/12 months ▶ One eye exam /24 months to a maximum of \$80.00 for employees, over-age dependents and spouse <p>▶ No deductible</p> <p>Plan 1 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>6-month waiting period</p>
<p>Extended Health Care Benefits</p>		
<p>Paramedical Services</p>		
<p>Over-age Coverage</p>		
<p>Vision</p>		
<p>Semi-Private</p>		
<p>Dental</p>		
<p>Deluxe Travel</p>		

