

# AGREEMENT

BETWEEN

THE CLARINGTON PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 74-00

EFFECTIVE JANUARY 1, 2018 TO DECEMBER 31, 2020



Clarington Public Library

2018 – 2020 CLARINGTON PUBLIC LIBRARY  
COLLECTIVE AGREEMENT

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**COLLECTIVE AGREEMENT**

BETWEEN:

THE CLARINGTON PUBLIC LIBRARY BOARD  
(hereinafter referred to as "the Employer")  
OF THE FIRST PART

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 74-00  
(hereinafter referred to as "the Union")  
OF THE SECOND PART

**LIBRARY AGREEMENT**

**Article #**

**1.0 PURPOSE**

- 1.01 The purpose of this agreement is to provide orderly collective bargaining relations between the Employer and its employees represented by the Union; to provide for the prompt and fair disposition of grievances; to provide rates of pay, hours and working conditions for the employees consistent with the maintenance of an efficient library service to the public; and to promote harmonious relations between the Employer and its employees represented by the Union.

**2.0 SCOPE AND RECOGNITION**

- 2.01 This Agreement shall apply to all employees of the Clarington Public Library Board save and except all non-affiliated positions as referenced in the prevailing non-affiliated grid, as may be amended from time to time, and save and except all pages, and students employed temporarily.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.
- 2.03 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 2.04 (a) "Full-time employees" shall mean those employees regularly working an average of ~~sixty (60)~~ **seventy (70)** or more hours over a two (2) week pay period.
- (b) "Regular part-time employees" shall mean those employees regularly working an average of between thirty-two (32) hours and sixty (60) hours over a two (2) week pay period.

**Regular Part-time Employees - Articles Not Applicable**

Regular part-time employees shall be covered by the terms of the Agreement except for the following Articles:

- |                 |                                   |
|-----------------|-----------------------------------|
| Article # 22.06 | Paid Holiday-Full-Time Employees  |
| Article # 23.01 | Hours of Work-Full-Time Employees |

Article # 24.0 Fringe Benefits (24.01-24.09 inclusive) – Limited  
“Does not apply to regular part-time employees who regularly work less than an average of forty (40) hours over a two (2) week period”

(c) “Occasional part-time employees” shall mean those employees regularly working less than an annual average of thirty-two (32) hours over a two (2) week pay period.

**Occasional Part-Time Employees - Articles Not Applicable**

Occasional part-time employees shall be covered by the terms of the Agreement except for the following Articles:

Article #12.01	Seniority
Article # 12.02	Seniority List
Article # 14.00	Loss of Seniority
Article # 15.00	Seniority Applied to Layoffs and Recalls
Article # 16.01	Job Posting –New Jobs or Vacancies
Article # 16.04	Job Posting –Promotions and/or Transfers
Article # 19.05	Leave of Absence - Benefit Coverage
Article # 19.08	Leave of Absence – Paternity Leave
Article # 21.01	Bereavement
Article # 22.04	Paid Holidays- Limited- no Sick Leave Provisions Sick leave provisions do not cover an occasional employee absent because of sickness on either of the qualifying days
Article # 22.06	Paid Holidays Full-Time Employees – Pay-In-Lieu
Article # 22.07	Paid Holidays Part-time Employees – Pay-In-Lieu
Article # 22.08	Paid Holidays –Christmas Eve/New Year’s Eve Day
Article # 23.01	Hours of Work and Overtime - Full-Time
Article # 23.02	Hours of Work and Overtime - Regular Part-Time
Article # 24.00	Fringe Benefits (24.01 – 24.09 inclusive)
Article # 25.00	Sick Leave (Short Term)
Article # 29.00	Vacations

2.05 No regular bargaining unit employee shall be laid off as a result of the utilization of volunteers.

**3.0 MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and to make, alter and enforce from time to time reasonable rules;
- (b) hire, promote, demote, transfer, reclassify, discipline or suspend employees, to discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, decide on the number of employees needed in any classification, establish job classifications, determine location of offices, the schedules of operation, the

assignment of work, methods, processes and means of operating and the extension, curtailment and cessation of operations.

- 3.02 The Employer agrees that these functions shall be executed in a manner consistent with the express terms of the Agreement and subject to the right of the employee to lodge a grievance as set out herein.

#### **4.0 TEMPORARY EMPLOYEES**

- 4.01 The Employer may hire personnel on a temporary or casual basis for special projects, for participation in professional training programs, during periods of heavy workload or in the case of emergency for a period of not more than one hundred twenty calendar days (120), or such greater periods as may be agreed to by the parties, and such personnel shall not thereby become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay and for the following Articles:

Article 3.0 Management Rights  
Article 5.02 Union Dues

- 4.02 The Employer may hire temporary or casual personnel pursuant to the provisions of Article 4.01 to replace permanent employees absent due to illness, accident, vacation or leave of absence. The term of temporary employees hired under Article 4.02, as opposed to Article 4.01, shall not exceed the illness, accident, vacation or leave of absence and such employees shall be covered by Article 23. In the event the Employer wishes to extend a temporary or casual worker beyond the timelines in Article 4.01 they will get advanced agreement from the Union.
- 4.03 A temporary employee who remains employed for longer than the periods in 4.01 and 4.02 without prior written approval of the Union, or who is accepted by the Employer for a regular position shall cease to be considered a temporary employee. Should this happen, continuous service since last day of hire as a temporary employee shall be included in the computation of the employee's probation period and shall be used in calculating seniority under this Agreement and in calculating their service for the purposes of the salary schedule.
- 4.04 No temporary employee shall be hired when any qualified regular employee is on layoff and the hiring of a temporary employee under Article 4.01 and 4.02 shall not cause the layoff of an employee in the bargaining unit.

#### **5.0 UNION SECURITY**

- 5.01 The Employer agrees that all present employees covered by this Agreement and new Union employees except during their probationary period shall as a condition of employment become and remain members of the Union in good standing.
- 5.02 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees who have attained seniority and who are covered by this Agreement, Union dues in the amount certified by the Union to the Employer to be currently in effect according to the Union constitution, and shall remit same prior to the following month to the Secretary-Treasurer of the Union.

The said sum shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

The Employer will report or enter, on all bargaining unit employees' T-4 slips, the amount of Union dues deducted from their pay during the calendar year.

The Library shall be notified in writing at least thirty (30) calendar days prior to any required changes in Union dues.

- 5.03 The Union shall indemnify and save harmless the Employer with respect to all claims and demands against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

## **6.0 REPRESENTATION**

- 6.01 The Union shall appoint or otherwise select a Union Committee composed of not more than three (3) employees who have attained seniority, one of whom shall be the President of the Union, and the Employer will recognize and deal with the said Committee with respect to any matter which may arise from time to time during the term of the Agreement. The union may elect a separate committee to deal with the negotiating of a new collective agreement.

- 6.02 The Union shall advise the Employer, annually or within 2 weeks of a change, of the personnel serving on this Committee.

- 6.03 (a) The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining the permission of the Library Director, and on the completion of such duties shall report back to them, or to any job to which they have previously directed them, and give any reasonable explanation which may be requested with respect to their absence. Such permission shall not be withheld unreasonably.

(b) Employees selected to the Union Committee shall suffer no loss of regular straight time pay as the result of time spent on direct negotiations or the handling of grievances between the parties during the employee's regularly scheduled working hours up to but not including mediation or arbitration in the case of a grievance.

(c) Whenever possible, members of the Union Committee will be allowed to alter their work schedule to accommodate negotiation meetings.

(d) The Employer shall allow the Union Local President, if a member of the Library Bargaining Unit, one-half (1/2) hour per day to deal with Union business. The time shall be scheduled by the Employer between the hours of 11:00 a.m. and 3:00 p.m., exclusive of the lunch period.

- 6.04 All correspondence between the parties arising out of this Agreement or incidental thereto shall be addressed, except where specifically provided to the contrary, as follows:

To the Employer: Chief Executive Officer/Library Director  
Clarington Public Library Board  
163 Church Street, Bowmanville, ON L1C 1T7

To the Union: To the contact person of the Union Committee as  
selected from time to time and communicated to the  
Employer in writing, annually or within two (2) weeks  
of a change

- 6.05 The Employer agrees that a Union Committee person employed within this bargaining unit will be given the opportunity to meet each newly hired employee for the purpose of advising such employee of his rights and obligations under the terms of this Agreement.

Such meeting may take place on the Employer's premises at a time and location mutually agreeable to the Employer and Union during regular office hours and shall not exceed thirty (30) minutes.

## 7.0 NO STRIKES OR LOCKOUTS

- 7.01 The Union agrees there shall be no strike during the term of this Agreement and the Employer agrees there shall be no lockout during the term of this Agreement.
- 7.02 The words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

## 8.0 NO DISCRIMINATION

- 8.01 The Library and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced by any of its representatives with respect to any employee because of the employee's membership or non-membership in the Union.

## 9.0 GRIEVANCE PROCEDURE

- 9.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 9.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss their complaint with their immediate supervisor outside the bargaining unit. Such employee may be accompanied by their steward, if they desire. The Supervisor may be accompanied by another representative, if they so desire. Such a complaint shall be brought to the attention of the above-mentioned supervisor within ten (10) working days of the incident giving rise to the complaint. The above-mentioned supervisor shall state their decision verbally within five (5) working days of receiving the complaint.

### Step 1

Should the employee be dissatisfied with the supervisor's disposition of the complaint, and if the complaint related to the interpretation, application, and administration or alleged violation of this Agreement, they may, with the assistance of their steward, refer such matter on a written grievance form supplied by the Union. The written grievance shall be submitted to the supervisor within five (5) working days of the verbal response. Such grievance

shall contain a brief statement of facts and indicate the relief sought. The supervisor shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

### **Step 2**

Should the employee be dissatisfied with the supervisor's disposition of the grievance at Step 1, the grievance may be referred to the Library Director or their designate within five (5) working days of the supervisor's response.

The Library Director or their designate shall answer the grievance in writing within five (5) working days. If the grievance is not settled at Step 2, it may be referred to arbitration as hereinafter provided.

- 9.03 **The Union or the Employer may initiate a policy grievance beginning at Step 2 of the grievance procedure. A policy grievance shall be defined as a grievance by one of the parties to the Agreement arising out of the interpretation, administration or alleged violation of any of the express terms of this Agreement but excluding subject matter which can be presented by an employee as in an individual grievance. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1.**
- 9.04 **Any grievance concerning or affecting a group of employees shall be originated under Step 2 of the grievance procedure.**
- 9.05 **Any time limit for filing of a grievance must be followed, but may be extended by mutual written consent. Failure by any party to file within the time specified will deem the grievance abandoned. For the purposes of this Article, the term "working days" excludes Saturdays, Sundays and paid holidays.**

## **10.0 DISCHARGE AND SUSPENSION CASES**

- 10.01 **An employee who is discharged or suspended may file a grievance at Step 2 of the grievance procedure within seven (7) calendar days after such discharge or suspension.**
- 10.02 **A steward shall be present, unless the employee wishes otherwise, at any meeting between an employee and the Employer for the purpose of imposing a written warning, suspension or discharge.**
- 10.03 **Any written discipline shall be removed from an employee's record after a period of twenty-four (24) months from its issuance provided that the employee has had no further written discipline imposed in such twenty-four (24) month period.**

## **11.0 ARBITRATION**

- 11.01 **Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either party may after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration, within ten (10) calendar days of the receipt of the reply under Step 2.**

Both parties shall endeavour to select an impartial arbitrator. If they fail to agree upon such arbitrator within ten (10) days of the receipt of the aforementioned written notice by the party to whom it is addressed, either party may then request the Minister of Labour appoint an arbitrator.

- 11.02 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 Both parties shall each pay one-half of the fees and disbursements of the Arbitrator.
- 11.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify or amend any part of this Agreement.

## **12.0 SENIORITY**

- 12.01 Seniority shall commence and accumulate from the date on which an employee was last employed by the Employer provided such service is continuous.
- 12.02 A seniority list will be established for all employees covered by this Agreement and who have completed their probationary periods, based upon each employee's last date of hiring. It is agreed that such seniority list shall be revised and posted in June of each year and a copy filed with the Union. This will include the names of the employees, their classifications, and their respective dates of hire. For the purpose of clarity, seniority is on a unit-wide basis.

An employee will only accumulate seniority for the purposes of increased vacation and entitlement or progression through the wage grids during the first three (3) months of any absence from work. An employee may accumulate seniority only under subsections 19.02 and 19.03 and then only during the first three (3) months of a granted leave of absence.

## **13.0 PROBATIONARY PERIOD**

- 13.01 New full time employees hired shall be on probation for a period of six (6) calendar months or nine hundred and ten (910) hours worked, whichever is less. New part time employees hired shall be on probation for six (6) months or four hundred and sixteen (416) hours worked, whichever is less. New occasional part time employees hired shall be on probation for a period of four hundred and sixteen (416) hours worked. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time for reasons, including unsuitability, deemed or considered by the Employer to be cause for termination. They shall not be subject to the terms of this Agreement except for the wage rate classification. All probationary periods are exclusive of any leaves of absences.
- 13.02 An employee retained past the probationary period shall be placed on a seniority list effective from the last day of hire.

## **14.0 LOSS OF SENIORITY**

- 14.01 Seniority rights shall terminate upon voluntary termination of employment, retirement (voluntary or legislated), and discharge without reinstatement through the grievance or arbitration procedures or upon application of the provisions set out in Article 14.02.
- 14.02 The parties agree that just cause for termination is intended to include termination of employment in the following circumstances:
- (a) layoffs for a continuous period of more than twelve (12) months;
  - (b) layoff and failure to return to work within five (5) calendar days after the employee has been notified to do so by the Employer through registered mail addressed to the last address on record with the Employer. The Employer may extend the five (5) day period under extenuating circumstances;
  - (c) during layoff, fails to keep the Employer informed of the employee's home address and telephone number;
  - (d) using a leave of absence for reasons other than that for which it is granted, or exceeding the duration of an approved leave of absence;
  - (e) failure to provide reasonable notice to the Employer that is acceptable to the Employer, of absence from work and in excess of five (5) consecutive days;
  - (f) absence of twenty-four (24) months or longer (including LTD) will result in loss of seniority. The employment contract will be deemed frustrated and hence at an end.
- 14.03 If an employee is, or has been a member of the bargaining unit and is transferred to a position outside this Agreement, and accordingly is not subject to the provisions of this Agreement, they shall retain his previous seniority. If transferred back to a position subject to the provisions of this Agreement, they shall carry their accumulated seniority with them.

## **15.0 SENIORITY APPLIED TO LAYOFFS AND RECALLS**

- 15.01 A layoff shall be based upon seniority provided that the remaining employees have the skill, ability and qualifications to perform the required work. When recalling employees who have been laid off, the recall will also be made on the basis of seniority provided that the employee to be recalled has the skill, ability and qualifications to perform the required work.
- 15.02 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off prior to the effective date of the layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for days for which work was not available if they would have been scheduled to work on those days.

**16.0 JOB POSTING**

- 16.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Employer will post such new jobs or vacancies for a period of seven (7) calendar days before new employees are hired in order to allow employees with seniority to apply in writing.  
The Employer further agrees that there will be no applicants offered employment until all internal applicants have been advised that they do not match the required criteria for the job.
- 16.02 At the time of posting under 16.01, an occasional part-time employee may apply and if a regular part-time or full-time employee does not fill the position the employer will then consider the occasional part-time applications in light of their skill, ability, experience and length of service before hiring outside. Failure to place the occasional part-time employee in the job applied for may not be the subject matter of a grievance or arbitration.
- 16.03 The Employer shall notify the Union Committee of the appointment of the successful applicant within fifteen (15) calendar days of the filling of the position.
- 16.04 Promotions and/or transfers within the bargaining unit will be based primarily on the skill, ability, experience and qualifications of the employees concerned. In the event two or more employees apply, and the Employer determines they have relatively equal standing based on the above factors, seniority shall govern.
- 16.05 The successful applicant to a job posting shall be subject to a trial period of thirty (30) days worked. During that time, the successful applicant or the Employer may elect to return them to the classification from whence they came. In such an event, any and all subsequent placements would be returned to their prior classifications.
- 16.06 In the event that a temporary full-time position is posted, and the successful applicant is a regular part-time employee, the employee may elect to return to the classification (or position) held prior to the temporary full-time placement upon completion of the terms of employment.
- 16.07 An employee, including a probationary employee successful in a job posting application shall not be permitted to re-apply to any subsequent job posting for a period of six (6) calendar months from the effective date of the appointment unless approval is obtained from the Library Director or their designate.

An employee successful to a temporary vacancy shall not be permitted to fill any subsequent temporary vacancy that may arise during his/her initial temporary vacancy appointment unless approval is obtained from the Library Director or their designate. In the event the initial term is extended an employee may apply for another job posting during their extended term.

**17.0 BULLETIN BOARDS**

- 17.01 The Union shall have the use of a bulletin area in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer. Such notices must be approved by the Employer prior to being posted.

## 18.0 SAFETY AND HEALTH

- 18.01 The Employer and the Union agree to the establishment of a joint occupational health and safety committee pursuant to the terms and conditions of the *Occupational Health and Safety Act*.
- 18.02 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their regular salary. Such payments shall be charged against and be limited to the amount of accrued sick leave credits.

## 19.0 LEAVE OF ABSENCE

- 19.01 The Employer may grant a leave of absence without pay or without loss for their then accumulated seniority or occupational classification, to any employee requesting such leave for a good and sufficient cause, provided that the employee has exhausted current vacation entitlements and that such leave does not impact upon the provision of quality public service. This request is to be made thirty (30) calendar days in advance if possible and a reply will be given within seven (7) calendar days.
- 19.02 **Leave of Absence- Officer of Union**  
The Employer shall grant a leave of absence for a maximum of one (1) year to any one employee who requests such a leave by reason of their election or appointment as an officer of the Union without pay and without loss of their then accumulated seniority or occupational classification. The Employer may grant an extension of one (1) year on such leave upon the application of the employee.
- 19.03 **Leave of Absence- Union Conventions, Meetings, Seminars and Schools**  
Leave of absence, without pay, for attendance at Union conventions, meetings, seminars and schools will be granted to not more than two (2) employees at a time for a period not to exceed a total of twelve (12) working days in any one year, provided that it does not interfere with the efficient operation of the Employer. Where possible the employee shall give the Employer twenty-one (21) calendar days written notice.
- 19.04 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 19.05 The employee's benefit coverage (where applicable in Appendix A) except for short-term disability and long-term disability will continue for leaves up to thirty (30) calendar days and thereafter the employee shall be responsible for the maintenance of any benefit coverage.
- 19.06 **Leave of Absence- Pregnancy and/or Parental Leave**  
An employee who is entitled to pregnancy leave is required to give the Employer two (2) weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery.

Sick leave shall not accumulate after a leave of absence longer than one hundred twenty (120) calendar days.

**19.07 Leave of Absence- Adoption of a Child**

The Employer shall grant a leave of absence without pay to an employee who has adopted a child. The employee will provide the Employer with notice of being accepted as an adoptive parent candidate and will provide notice of the adoption leave date as far in advance as possible.

**19.08 Leave of Absence- Paternity Leave**

An employee will be entitled to one (1) full day's leave of absence without loss of pay for the purpose of being in attendance at the day of the birth of their child, or the day immediately following the birth of their child.

**20.0 JURY DUTY**

20.01 An employee who is selected for service as a juror or is required by subpoena to appear in court as a witness (provided that the employee is not a party to the proceedings) will be compensated for the loss of pay from their regularly scheduled hours due to jury service or appearance in court. Such compensation will be based on the regularly scheduled hours at the regular straight time hourly rate less the fee received for services as a juror or a witness. Should the employee present themselves for the selection as a juror and not be selected, or appear as a witness and be released, the employee is required to return and complete the remaining normal workday.

**21.0 BEREAVEMENT**

21.01 An employee shall be granted time off for bereavement leave, upon notification to the Supervisor or designate prior to the leave without loss of pay according to the schedule below, following the date of death, for attendance at, or arranging for the funeral of the following current relatives:

- an employee's spouse, common-law spouse, father, mother, sister, brother, son or daughter, step-parent, step-child, up to five (5) consecutive working days
- an employee's father-in-law, mother-in-law, grandparent, spouse's grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law or grandchild, up to three (3) consecutive working days
- one (1) additional day for a family member not listed above or a friend per year. The Employer reserves the right to request reasonable verification of the bereavement. The one (1) additional day may be taken in one half (½) day increments for same deceased person, where coverage can be arranged without incurring additional cost to the Employer.
- There will be no loss of vacation credits where the bereavement leave is required during the employee's vacation period.

21.02 An employee may be granted by the Chief Executive Officer or designate up to two (2) days travelling time, without pay, in order to allow the employee to attend a family funeral that is held at a distant location. The Employer reserves the right to request reasonable verification of the bereavement and to determine if the distance to be travelled is reasonable.

## **22.0 PAID HOLIDAYS**

- 22.01 The Employer agrees to pay for each of the holidays listed hereunder, the celebration of which falls on their regular scheduled working day which they would otherwise have worked had it not been a holiday, a sum equivalent to their current hourly day rates for the number of hours they would have worked on such a day or a minimum of four (4) hours provided they complete the regularly assigned hours of work on the day immediately prior to and following the day of celebration of the holiday, unless mutually agreed.

The Library recognizes the following days as paid holidays:

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

and any other holiday proclaimed by the Provincial or Federal Governments.

### **22.02 Floating Holiday**

In each calendar year, one paid floating holiday will be granted to each employee, to be scheduled upon advance request with the supervisor's consent. The floater cannot be taken until after six (6) months of employment by a new employee. An unused floating holiday may not be carried over into the following calendar year.

### **22.03 Library Closures**

The Library will be closed on Easter Sunday, Christmas Day and New Year's Day. No shifts will be scheduled on Easter Sunday and Easter Sunday does not qualify for purposes of Article 22.06 and 22.07.

- 22.04 An employee will be eligible to receive pay for the above paid holidays if they are not on a leave of absence, Workplace Safety and Insurance Board benefits absence or layoff. Sick leave provisions will cover a full-time and regular part-time employee absent because of sickness on either of the qualifying days.

To be eligible for holiday pay an employee must work their full scheduled shift immediately preceding and immediately following the holiday. If absent on either or both of the qualifying working shifts the employer may request a physician's certificate for holiday pay to be made and the employer will cover the cost of physicians note.

- 22.05 If an employee works on any of the said holidays, he shall be paid for all hours worked on the holiday at double their regular straight time hourly rate of pay in addition to their holiday pay as herein provided for.
- 22.06 If a paid holiday occurs on a full-time employee's scheduled day off the employee shall receive another day off with pay in lieu of the holiday providing they otherwise qualify. The lieu day shall be taken at a time mutually satisfactory to the employee and the Employer during the fifteen (15) calendar days before and thirty (30) calendar days after the time is earned.
- 22.07 Regular part-time employees shall receive an additional four (4) hours pay in lieu of a paid holiday, as outlined in 22.01 when the holiday falls on their scheduled day off.

22.08 If Christmas Eve Day or New Year's Eve Day falls on a normal working day, the library will close at 12:00 noon and no employee shall suffer a loss of pay as a result of such closures. These part days do not qualify for purposes of Articles 22.06 and 22.07.

## **23.0 HOURS OF WORK AND OVERTIME**

### **23.01 Full-Time**

The regular hours of work for full-time employees will consist of an average of seventy (70) hours bi-weekly, with no split shifts except with the employee's agreement. Regular hours of work will involve no more than an average of two (2) evenings per week over a four (4) week period and no more than an average of two (2) Saturdays in four (4), or two (2) Sundays in four (4) unless upon mutual agreement between the Employer and employee.

A one (1) hour lunch or supper break, if required, is taken on the employee's own time.

Required attendance at meetings, conferences or workshops is considered regular work.

### **23.02 Regular Part-Time**

The regular hours of work for regular part-time employees will consist of an average of between thirty-two (32) hours and sixty (60) hours bi-weekly, with no split shifts except with the employee's agreement. Regular hours of work will involve no more than an average of two (2) evenings per week over a four (4) week period and no more than an average of two (2) Saturdays in four (4), or two (2) Sundays in four (4) unless upon mutual agreement between the Employer and the employee.

A one (1) hour lunch or supper break, if required, is taken on the employee's own time.

Required attendance at meetings, conferences or workshops is considered regular work.

If an employee who is scheduled to work less than 5 hours is asked by the employer to work a longer shift than the employee's posted shift, and as a result of that request the total length of the employee's shift is between 5 and 7 hours, the employee has the option of taking either a one (1) hour unpaid lunch break or a half-hour (1/2 hour) unpaid lunch break. If the total length of the employee's shift exceeds seven (7) hours, the employee must take a one (1) hour unpaid lunch break.

Regular part-time employees shall not be scheduled for shifts of any less than three (3) hours unless upon mutual agreement between the employer and employee.

### **23.03 Occasional Part-Time**

The regular hours of work will consist of an average of less than thirty-two (32) hours bi-weekly, with no split shifts except with the employee's agreement.

Required attendance at meetings, conferences or workshops is considered regular work.

**23.04 Overtime**

It is agreed that all employees shall co-operate in any reasonable request by the Employer to perform overtime and, provided further, that overtime shall be compulsory when and where deemed essential by the Employer to the provision of quality public service or the efficient operation of the Employer.

Authorized hours worked over and above seven (7) hours in a day or seventy (70) hours bi-weekly shall be paid at the rate of time and one-half the employee's regular rate or at the employee's discretion, time off equivalent to overtime rates.

No overtime will be paid for an employee requested split shift in order to facilitate a shift swap.

23.05 The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance.

**23.06 Rest Periods**

Each employee is entitled to two (2) fifteen (15) minute rest periods if working a full-time shift or one (1) fifteen minute rest period if working a part-time shift. Employees will take their rest periods in a manner that will maintain continuous service to the public.

**23.07 Sunday Work**

Employees hired after March 17, 1999 may be required to work on a Sunday as a regularly scheduled day of work.

**24.0 FRINGE BENEFITS**

24.01 The Library is not to be considered the insurance provider under any circumstances. Benefits are provided under the limits of the plan provider.

The Employer agrees to pay the premium cost of the following benefits for all qualified employees who have completed their probationary period in accordance with the terms and conditions of the prevailing master insurance policies. The Union will receive a copy of the master insurance policy upon request.

Fringe benefits will be grandfathered on their current basis for the regular part-time employees listed on Appendix "A" who regularly work an average of forty (40) hours or more over a two (2) week period.

All benefits will cease at the age of sixty-five (65) unless otherwise stated. All Workplace Safety and Insurance Board (WSIB) claims end at the age of sixty-five (65).

**a) Insurance**

Group Life Insurance:

based on two (2) times annual earnings with no cap on an individual employee

Spousal Life Insurance:

\$30,000 spouse plus \$12,000 for each child

**b) Extended Health, Major Medical Benefits with Prescription Drug Plan and Semi-Private Hospital Coverage**

The parties agree to utilize the services of drug dispensing warehouses for maintenance drugs and will use generic drugs unless otherwise directed by a doctor.

Dispensing fee is capped at \$12.00.

**c) Co-Payments**

The following benefits will be provided with the following co-payment or limits:

#	Benefit	Per Visit	Annual Limit
1.	Physiotherapy Services*	50%*	\$500.00
2.	Chiropractic Services	\$50.00	\$500.00
3.	Massage Services*	\$40.00*	\$400.00
4.	Acupuncture	\$40.00	\$300.00
5.	Speech Therapy	\$100.00	\$1000.00

\*per visit cap does not apply to the employee (only)

**d) Vision**

Prescription Glasses

Child amount may be accumulated to the adult maximum per two (2) policy years.

\$500.00 per person in any two (2) policy years

effective Jan. 1, 2019 \$550.00 per person in any two (2) policy years

\$250.00 per child annually,

effective Jan. 1, 2019 \$275.00 per child annually

Eye Exams

100% coverage for all eye exams every twenty-four (24) months

Laser Eye Surgery

One Time only-

50% to maximum of \$1,000 per eye including consulting costs

**e) Dental Plan**

Equivalent to Blue Cross # 9, major restorative, and orthodontic coverage for children with a 50% reimbursement to a maximum of \$5,000.

The O.D.A. fee schedule shall be the schedule of the current year,

i) Reconfirmed limit to eight (8) units of scaling per year

ii) Oral hygiene instruction once per year

iii) Limited periodontal examination twice in any twelve (12) month period with a five (5) month separation between examinations

iv) Intra-oral radiographs and bitewings once in every twelve (12) months

**f) Hearing Aid**

Maximum of \$1,000 per ear every forty-eight (48) months

**g) Long-Term Disability (LTD) Benefit**

To age sixty-five (65) maximum. Long-term disability benefits are calculated based on salary at the time of the original absence. Any increase, grid movement or negotiated increases, settled after the date of the original absences are effective upon return to work.

Provides up to seventy percent (70%) of gross monthly salary following illness or disability of more than seventeen (17) weeks. Employees will be given the opportunity to pay for their own LTD if they wish to.

All long-term disability claims end at the age of sixty-five (65).

24.02 All of the benefits mentioned in Article 24.01 shall be as more particularly described and set forth in the respective plan documents or policies of insurance, which shall be made available for inspection by the Union. Any dispute over payment of benefits under any such plans or policies shall be adjusted between the employee and the insurer concerned.

24.03 Any change in the level of benefits shall be a matter of negotiations between the parties except that the Employer shall have the right to change or designate the carrier.

24.04 The Employer agrees to continue participation in the Ontario Employees' Retirement Plan as provided by the *Ontario Municipal Employees' Retirement Systems Act*.

**24.05 Early Retirement Benefits**

The employer will continue to pay the premium cost of the employee's health, dental and life insurance benefits after early retirement up to age sixty-five (65) from the first day of early retirement. It is understood that the employee must have fifteen (15) years of vested, pensionable service, must be in good standing at the time of retirement and must be at least fifty-five (55) years old.

**24.06 Survivor/Spousal Benefits**

Upon the employee's death, retirement at NRA sixty-five (65) or early retiree reaching age sixty-five (65), the employee's survivor or spouse will continue to receive benefits for a maximum of ten (10) years, however will cease at the survivor or spouse reaching age sixty-five (65). Deluxe travel ceases for employee and spouse under spousal benefit coverage once the employee reaches sixty-five (65).

**24.07 Termination Notice Period**

No Short Term or Long Term Disability will be provided during notice periods applicable to terminations.

**24.08 Conversion Options**

In the event that an employee ceases employment with the Employer, conversion options for any employee or retiree may be available from the benefit carrier at the employee's request. Requests must be made directly with the Plan Provider and not with the Employer.

**24.09 Short-Term Disability Benefit- Maternity Leave**

A short-term disability benefit- maternity leave, based on the Municipality of Clarington’s Short-Term Disability Benefit-Maternity Leave, will be included as a policy of the Clarington Public Library.

**24.10 Mileage**

Employees required to use their own vehicles for business purposes will be reimbursed at the rate of fifty-two (52 cents) per kilometer for all kilometers travelled for the Library. Reimbursement shall be calculated on the basis of the shorter distance between the designated workplace and the destination or between the employee’s residence and destination. Future increases will reflect the rate set out by Revenue Canada, but will not drop below fifty-two cents (52 cents) per kilometer.

**24.11 Meal Allowance**

All employees required to work more than three (3) hours past their normal quitting time, or when called out in an emergency for more than three (3) hours shall receive a meal allowance, upon receipt of a claim, in the amount of \$15.00.

**24.12 Membership - Courtice Community Complex Fitness Centre**

Subject to the Municipality continuing to waive 50% of the prevailing normal membership rate at the Courtice Community Complex Fitness Centre, any full-time employee shall be required to pay only 50% of the aforementioned rate for the employee only.

**25.0 SICK LEAVE (SHORT TERM)**

25.01 The provision of a short-term sick leave plan, on completion of the probationary period, is set out below.

Regular Full Time Employees		Regular Part Time Employees	
100 %	75%	100 %	75%
First ten (10) days of illness	Remaining seventy five (75) days of illness	First seven (7) days of illness	Remaining seventy eight (78) days of illness

- (a) Effective July 1, 2008, accumulation of sick days is frozen, i.e. there will be no accumulation of unused sick days.
- (b) The Library will cover up to eighty-five (85) working days per each illness annually beginning on the first day of illness or injury. Additional claims for repeated absence due to the same illness will be disallowed or referred to Long-Term Disability, if eligible.
- (c) Annual Coverage at 100% of the employee’s current salary will be in accordance with the above table.
- (d) Coverage for the remaining days of illness will be at 75% of the employee's current salary will be in accordance with the above table.
- (d) Short-term disability will be pro-rated for eligibility based on date of hire and termination.

## 25.02 PERFECT ATTENDANCE BONUS

<b>Regular Full-Time Employees</b>	<b>Eligible Part-Time Employees</b>
<b>If perfect attendance after working full calendar year</b>	<b>If perfect attendance after working full calendar year based on four (4) hours per day</b>
Four ( 4) days pay	Three (3) days pay

For both regular full-time staff and eligible part-time staff there is no pro-ration of pay-out days.

## 25.03 VACATION USED FOR SICK LEAVE

From 75% to 100% on the subsequent days following the full-covered days from the balance of any sick days banked.

Vacation days may be used to top up short-term sick leave days, however, they are not to be used to extend the short-term sick leave claim beyond the eighty-five (85) working days of any one claim.

In no case shall more than five (5) vacation days be used to top up sick leave in any calendar year.

No vacation days shall be used during sick leave absence except as provided for in this section.

## 25.04 Benefits During Illness

In cases of absence due to illness or injury, the Employer will continue to pay the Employer's share of premium costs of the employee's health and welfare benefits for up to fifteen (15) months from the first day of absence. Thereafter, the employee may elect to pay their own benefit premiums in accordance with the terms and conditions of the master insurance policies so long as the individual's employment status continues with the Employer. All Extended Health Benefits, Dental, Vision and Life Insurance coverage will continue for the duration of any approved long term disability claim.

## 25.05 Doctor's Certificate

(a) The Employer reserves the right to request sick leave verification after the third consecutive day of illness. The Employer may require a doctor's certificate for a shorter period of absence where there is patterned use or other unusual use, and may request a second medical opinion.

(b) If the Employer requests a second medical opinion, the doctor may be selected by the employee from a list of doctors mutually agreed upon between the Employer and the Union.

(c) If the Employer requests a second opinion from a doctor within the Region of Durham, the Employer will reimburse the employee for medical costs related to the issuance of the doctor's certificate only.

(d) If the Employer requests a second opinion from a doctor outside the Region of Durham, the Employer will reimburse the employee for the medical costs and mileage related to the issuance of the doctor's certificate only.

- 25.06 Emergency Leave**  
An employee is entitled to use ten (10) unpaid "emergency leave" days as provided under the Employment Standards Act.

## **26.0 CLASSIFICATION AND RATES OF PAY**

- 26.01** Attached hereto and constituting a part of this Agreement is Schedule "A" setting forth the classifications and the hourly rate.

Subject to Article 12.02, part-time progression through the wage grids will be calculated on the basis of the prorating between the regular number of posted weekly part-time hours and the regular full-time work week. If posted hours are altered for more than a two (2) week period, then such prorating shall be altered accordingly.

- 26.02** In the event that the Employer creates a new job classification, the Employer will forward the new job description to the Municipal Pay Equity Committee for determining the new job classification and appropriate pay rate.

- 26.03** Employees promoted to a classification with a higher job rate than their own shall be placed at the first increment level on the new classification scale that provides an increase in salary. Thereafter, the employee shall move to the next increment level on completion of the required time in the new position within the classification.

When an employee is assigned by Management to relieve on a temporary basis for any period in a position of a lower rating, they shall maintain their regular rate of pay while so assigned.

- 26.04** Temporary employees hired pursuant to Article 4 shall be paid no less than the Member Service Assistant rate, except in the case of persons hired under government grants and in such cases the Employer retains the right to set the wages and benefits.

## **27.0 CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT**

- 27.01** Employees are encouraged to become personal members of library and related professional associations. The Employer has the sole discretion to pay employees for authorized attendance at professional conferences and workshops.

- 27.02** Preference of opportunity to attend professional conferences will be given to employees who hold executive office in or are members of committees of professional associations, but an attempt will be made to provide opportunities to all employees to participate in professional development.

- 27.03** Reimbursement of fees for successful completion of courses relevant to the employee's duties may be granted at the sole discretion of the Employer. Employees must submit in writing to the Library Director by October 1 of the prior year their intention of enrolling in such courses in order that the Employer can make budgetary allowance if the courses are considered eligible for reimbursement.

- 27.04** Reimbursement of fees is subject to providing the Library Director with proof that the course has been successfully passed. If the course has no examination, proof of at least seventy-five (75%) percent attendance at lectures must be provided.

- 27.05 Reimbursement will be paid by the Employer toward the membership in a professional association related to employment duties as follows:
- 50% to a maximum of sixty (60) dollars

## **28.0 CONTRACTING OUT**

28.01 Contracting out is defined as the carrying out of work by a firm or a private contractor which work was formerly done by the regular library staff in the bargaining unit and shall not include any situation where qualified regular employees are not available to perform the work in question.

28.02 If the employer intends to contract out any service that will directly result in the reduction of the number of regular employees in the bargaining unit of the Employer, the following shall occur:

(a) The Employer shall notify the Union thirty (30) calendar days in advance of the date it expects to consider a proposal to contract out the services;

(b) The Union may agree with the proposal or present an alternative to management within ten (10) calendar days of notification. Information concerning the contracting out will be made available to the Union at this time;

(c) Failing agreement, the management will present the Union's proposal to a committee of the Employer along with the management proposal;

(d) The decision of the Employer shall be final and binding and there shall be no recourse to any grievance procedures.

28.03 **Technological Change:**

(a) Technological change means the introduction by the Employer of new equipment or material which leads to a substantive difference in content of a bargaining unit job requiring new or greater skills than currently possessed by present employees.

(b) The Employer endeavors to give the Union notice as far in advance as possible of upcoming technological changes which are likely to lead to layoffs or reduced normal hours or work, and prior to introduction of such a technological change, to discuss with the Union the nature of change, the date on which the changes may take place, the approximate number and location of employees likely to be affected and the nature of the effects, as well as suggestions on minimizing the effects of technological change.

(c) When the Employer initiates new technologies and/or new procedures which are, in the opinion of the Employer, required in the performance of an employee's work, all employees who are required to do this work shall be provided the necessary training.

## **29.0 VACATIONS**

29.01 Vacation leave may be taken at any time during the calendar year with the approval of the Library Director or their designate. The Library Director or their designate will schedule vacation leave for which an employee has not submitted a schedule request in writing by September 1<sup>st</sup> in any year.

**29.02 Vacation- Full-Time Employees**

Vacation entitlement for permanent full-time employees is computed from January 1<sup>st</sup> to December 31<sup>st</sup> and is earned at the following rate:

<b>Seniority – Professional Librarian Full-Time</b>	<b>Vacation Entitlement</b>
<p>On completion of less than one (1) year of employment in a calendar year</p> <p>If start date is on or before the 15<sup>th</sup> of the month, entitlement is two (2) days</p> <p>If start date is after the 15<sup>th</sup> of the month, entitlement is one (1) day</p>	<p>Two (2) days per each completed month of service up to maximum of twenty (20) days per annum, calculated as of December 31<sup>st</sup> of the year in which employment commenced</p>
<p>In the calendar year of the first (1st) anniversary and each year thereafter</p>	<p>Twenty (20) days per annum</p>
<p>In the calendar year of the fifteenth (15) anniversary and each year thereafter</p>	<p>Twenty-five (25) days per annum</p>
<p>In the calendar year of the twenty-third (23<sup>rd</sup>) anniversary and each year thereafter</p>	<p>Thirty (30) days per annum</p>

<b>Seniority – Technical, Assistant and Clerical Staff Full-Time</b>	<b>Vacation Entitlement</b>
<p>On completion of less than one (1) year of employment in a calendar year</p> <p>If start date is on or before the 15<sup>th</sup> of the month, entitlement is one (1) day</p> <p>If start date is after the 15<sup>th</sup> of the month, entitlement is one-half (1/2) day</p>	<p>One (1) day per each completed month of service up to maximum of ten (10) days per annum, calculated as of December 31<sup>st</sup> of the year in which employment commenced.</p>
<p>In the calendar year of the first (1st) anniversary and each year thereafter</p>	<p>Ten (10) days per annum</p>
<p>In the calendar year of the third (3rd) anniversary and each year thereafter</p>	<p>Fifteen (15) days per annum</p>
<p>In the calendar year of the eighth (8<sup>th</sup>) anniversary and each year thereafter</p>	<p>Twenty (20) days per annum</p>
<p>In the calendar year of the fifteenth (15) anniversary and each year thereafter</p>	<p>Twenty-five (25) days per annum</p>
<p>In the calendar year of the twenty-third (23<sup>rd</sup>) anniversary and each year thereafter</p>	<p>Thirty (30) days per annum</p>

29.03 For the purpose of applying Article 29.02, if an employee has been absent more than a total of thirty (30) working days in the calendar year due to layoff, illness, injuries or leave of absence, the amount of vacation time off shall be calculated in accordance with Article 29.02. However the amount of vacation pay shall be calculated as a percentage of total earnings for that year, having regard to the employee's particular entitlement.

29.04 **Overnight Stay in Hospital – Credit Vacation Back**  
 An employee who is admitted for an overnight stay in the hospital as a result of illness or injury occurring immediately prior to or during their scheduled vacation will have their vacation rescheduled for the time spent in hospital. Reasonable and appropriate documentation may be requested to support such requests.

29.05 **Vacation- Regular Part-Time Employees**

(a) All regular part-time employees who have completed their probation shall receive vacation as follows and shall be paid vacation pay as set out below or in accordance with the *Employment Standards Act, 2000* whichever is greater.

For the purpose of paying the amounts of vacation pay earned under Article 29.05, the Employer agrees to pay part-time employees their normal weekly pay while on vacation. An employee who resigns or is terminated and owes vacation pay shall be subject to the procedures under Article 29.08

(b) If a part-time employee fails to properly reimburse the Employer, the Employer has the right to revert to providing that employee with their vacation pay on an annual basis.

<b>Seniority – Technical, Assistant and Clerical Staff- Regular Part-Time</b>	<b>Vacation Entitlement</b>
<p>On completion of less than one (1) year of employment in a calendar year</p> <p>If start date is on or before the 15<sup>th</sup> of the month, entitlement is seven (7) hours</p> <p>If start date is after the 15<sup>th</sup> of the month entitlement is three (3) hours</p>	<p>Seven (7) hours per each completed month of service up to maximum of employee's standard work hours per week times two (2x) plus two (+2) per annum calculated as of December 31<sup>st</sup> of the year in which employment commenced</p>
<p>In the calendar year of the first (1st) anniversary and each year thereafter</p>	<p>Employee's standard work hours per week times two (2 x) plus two (+2) per annum</p>
<p>In the calendar year of the third (3rd) anniversary and each year thereafter</p>	<p>Employee's standard work hours per week times three (3 x) plus two (+2) per annum</p>
<p>In the calendar year of the eighth (8<sup>th</sup>) sixth (6<sup>th</sup>) anniversary and each year thereafter</p>	<p>Employee's standard work hours per week times four (4 x) plus four (+4) per annum</p>
<p>In the calendar year of the fifteenth (15) anniversary and each year thereafter</p>	<p>Employee's standard work hours per week times five (5 x) plus four (+4) per annum</p>
<p>In the calendar year of the twenty-seventh (27th) anniversary and each year thereafter</p>	<p>Employee's standard work hours per week times six (6 x) plus four (+4) per annum</p>

- 29.06 Vacation pay for occasional employees will be paid in accordance with the rates established in the *Employment Standards Act, 2000*.

Occasionals who transfer to full-time or regular part-time status shall be credited with their accumulated service prorated on the basis of their hours worked in relation to 1, 820 hours equaling one year's credit.

- 29.07 (a) An employee who begins employment between September 1<sup>st</sup> and December 31<sup>st</sup> shall not be entitled to vacation leave until at least five (5) completed months of service.

(b) Vacation entitlement is earned on the basis of accumulated length of continuous service from the employee's anniversary date. However, it is agreed that an employee who would progress to a lengthier vacation entitlement on their anniversary date, may in that calendar year take such additional but not yet earned vacation if their anniversary date falls between September 1<sup>st</sup> and December 31<sup>st</sup>, subject to Article 29.01.

This is also subject to the condition that an employee who has received unearned vacation entitlement prior to their anniversary date and resigns or is terminated prior to such date, shall reimburse the Employer which will be done by deduction from any amounts still owing to the employee, or if none are, by means of the grievance and arbitration procedure under which an arbitrator may order the former employee (and not the Union) to pay any outstanding amounts.


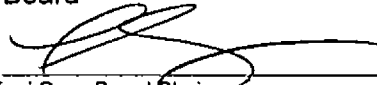

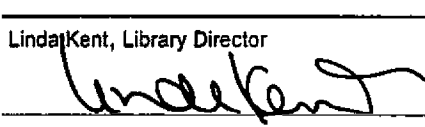

- 29.08 An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to proportionate payment of salary in lieu of such vacation.
- 29.09 Vacation days, up to a maximum of each employee's standard work hours per week, may be accumulated from one calendar year to the next with the approval of the Library Director, provided the employee has completed two (2) full years of service and provided that the employee has not purchased additional vacation for the current calendar year. Such an accumulation must be requested in writing, normally before September 1<sup>st</sup> of the year in which the vacation is earned and cannot be repeated for two (2) years.
- 29.10 Employees may, with the approval of the Library Director, purchase an additional one (1) week of vacation within any two (2) year period provided notice of intention is received by the Employer by December 31<sup>st</sup> of the year previous to that in which the vacation is to be taken and provided that a week's vacation time is not carried forward from the year previous to that year in which the vacation is taken.

**30.0            TERMINATION**

30.01 This Agreement will be effective for a three (3) year term to expire on December 31, 2020 and from year to year thereafter unless either party gives notice in writing within ninety (90) days of the expiry date in any year of their desire to amend or terminate.

**31.0            DEFINITIONS**

- (a) "Employee" shall mean a person employed in a regular position, and who has satisfactorily completed the probationary period of employment. The term "employee" and "regular employee" shall have synonymous meaning.
- (b) "Day" shall mean seven (7) hours for full time employees and four (4) hours for part time employees and Occasional part time employees.

Dated at Bowmanville, this <u>17<sup>th</sup></u> day of <u>August</u> , 2018.	
On behalf of CUPE, Local 74	On behalf of the Clarington Public Library Board
 _____ Jeff VanPelt, C.U.P.E. National Representative	 _____ Terri Gray, Board Chairperson
 _____ Nicola Keene, CUPE Local 74-00 Library Vice-President	 _____ Linda Kent, Library Director
 _____ Andrea Leich, CUPE Local 74 Representative	

**CLARINGTON PUBLIC LIBRARY**

**APPENDIX A**

1. Carol Arsenault
2. Leslie-Anne Bentley
3. Debra O'Meara
4. Mary Recoskie

**CLARINGTON PUBLIC LIBRARY  
SCHEDULE A- WAGES & JOB CLASSIFICATIONS**

**Revised 2018**

**JANUARY 1 - DECEMBER 31, 2018**

<b>Code</b>	<b>Classification</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>1</b>	<b>Member Service Assistant</b>	Salary Hourly Rate	<b>36,004 19.78</b>	<b>37,973 20.87</b>	<b>39,941 21.95</b>	<b>41,972 23.07</b>		
<b>2</b>	<b>Library Clerk 3</b>	Salary Hourly Rate	<b>36,926 20.29</b>	<b>38,947 21.40</b>	<b>40,971 22.51</b>	<b>43,078 23.67</b>		
<b>3</b>	<b>Library Clerk 4 Member Service Associate</b>	Salary Hourly Rate	<b>38,802 21.32</b>	<b>40,847 22.43</b>	<b>42,929 23.59</b>	<b>45,160 24.82</b>		
<b>4</b>	<b>Library Technician 3</b>	Salary Hourly Rate	<b>43,279 23.78</b>	<b>45,946 25.24</b>	<b>48,614 26.71</b>	<b>51,281 28.17</b>	<b>53,949 29.64</b>	
<b>5</b>	<b>Librarian</b>	Salary Hourly Rate	<b>54,608 30.01</b>	<b>57,978 31.86</b>	<b>61,354 33.71</b>	<b>64,729 35.56</b>	<b>68,099 37.41</b>	
<b>NOTE:</b>	Full-time employees progress through the wage grid at 6-month intervals. Part-time employees - please refer to Article 26.01.							

**CLARINGTON PUBLIC LIBRARY  
SCHEDULE A- WAGES & JOB CLASSIFICATIONS**

**Revised 2018**

<b>JANUARY 1 - DECEMBER 31, 2019</b>	<b>1.75%</b>
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<b>Code</b>	<b>Classification</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Member Service Assistant	Salary Hourly Rate	<b>36,634 20.13</b>	<b>38,638 21.23</b>	<b>40,640 22.33</b>	<b>42,706 23.47</b>		
2	Library Clerk 3	Salary Hourly Rate	<b>37,572 20.64</b>	<b>39,628 21.77</b>	<b>41,688 22.90</b>	<b>43,832 24.08</b>		
3	Library Clerk 4 Member Service Associate	Salary Hourly Rate	<b>39,481 21.69</b>	<b>41,561 22.82</b>	<b>43,681 24.00</b>	<b>45,950 25.25</b>		
4	Library Technician 3	Salary Hourly Rate	<b>44,037 24.20</b>	<b>46,750 25.69</b>	<b>49,465 27.18</b>	<b>52,178 28.67</b>	<b>54,893 30.16</b>	
5	Librarian	Salary Hourly Rate	<b>55,564 30.53</b>	<b>58,993 32.42</b>	<b>62,428 34.30</b>	<b>65,862 36.18</b>	<b>69,291 38.07</b>	

**NOTE:** Full-time employees progress through the wage grid at 6-month intervals.  
Part-time employees - please refer to Article 26.01.

**CLARINGTON PUBLIC LIBRARY  
SCHEDULE A- WAGES & JOB CLASSIFICATIONS**

**Revised 2018**

<b>JANUARY 1 - DECEMBER 31, 2020</b>	<b>1.75%</b>
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<b>Code</b>	<b>Classification</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>1</b>	<b>Member Service Assistant</b>	<b>Salary Hourly Rate</b>	<b>37,275 20.48</b>	<b>39,314 21.61</b>	<b>41,351 22.72</b>	<b>43,454 23.88</b>		
<b>2</b>	<b>Library Clerk 3</b>	<b>Salary Hourly Rate</b>	<b>38,230 21.01</b>	<b>40,322 22.15</b>	<b>42,417 23.30</b>	<b>44,599 24.50</b>		
<b>3</b>	<b>Library Clerk 4 Member Service Associate</b>	<b>Salary Hourly Rate</b>	<b>40,172 22.07</b>	<b>42,289 23.22</b>	<b>44,445 24.42</b>	<b>46,754 25.69</b>		
<b>4</b>	<b>Library Technician 3</b>	<b>Salary Hourly Rate</b>	<b>44,807 24.62</b>	<b>47,568 26.14</b>	<b>50,330 27.65</b>	<b>53,092 29.17</b>	<b>55,854 30.69</b>	
<b>5</b>	<b>Librarian</b>	<b>Salary Hourly Rate</b>	<b>56,536 31.07</b>	<b>60,025 32.98</b>	<b>63,520 34.90</b>	<b>67,015 36.82</b>	<b>70,504 38.73</b>	

**NOTE:** Full-time employees progress through the wage grid at 6-month intervals.  
Part-time employees - please refer to Article 26.01.

## **Appendix B**

### **Memorandum of Understanding between Clarington Public Library Board (Employer) and CUPE Local 74-00**

#### **Purpose**

To outline the steps related to the Harmonization of roles as discussed during the negotiations of the January 1, 2018 to December 31, 2020 Collective Agreement. For the purpose of this document, Harmonization refers to Member Service Assistants (formerly Clerk 2) Clerk 3, or a Clerk 4 transitioning to the Member Service Associate (formerly Library Technician 1) role, as well as the Member Service Associates performing the duties of the Member Service Assistants, Clerk 3 or Clerk 4 positions.

It is understood that the Employer reserves the right to discontinue recruiting for the Member Service Assistant (henceforth referred to as Assistant) role.

It is understood that no Assistant shall be compelled to move into the Member Service Associate (henceforth referred to as Associate) role.

It is understood that current Employees working in the Assistant role will continue to progress through the wage grid as established in the Collective Agreement.

It is understood that the Employer will provide adequate training to Employees currently working in the Associate role so they may acquire the skills needed to perform Assistant, Clerk 3, or Clerk 4 level work.

#### **Harmonization**

The Employer wishes to streamline library customer service. To accomplish this, the Employer will provide an opportunity for Assistants to harmonize into Associate roles. Assistants must demonstrate that they meet the minimum requirements in the "Member Associate Job Guideline". Assistants volunteering to harmonize who do not meet the requirements of the job guideline will be provided with a customized training plan.

The "Member Associate Job Guideline" shall be posted by the Employer when requesting volunteers to harmonize. Job guidelines may be changed at any time at the sole discretion of the Employer; however, Assistants who begin harmonization training shall work from the job guideline established at their selection date.

No Assistant shall transition to the Associate role until they have demonstrated they meet the minimum requirements set out in the job guideline.

Harmonization shall take place through the following steps.

1. The Employer, at its sole discretion, shall determine how many positions may be harmonized each year.

2. **The Employer shall provide an opportunity for Assistants to volunteer for harmonization. Selection will be based on the number of spots available and seniority.**
3. **Each selected Assistant's education background and skill set will be assessed by the Employer against the Associate job guidelines. Assistants who do not meet the minimum requirement and require additional education shall be enrolled into the Southern Ontario Library Service (SOLS) Excel program. Should an Assistant meet the educational requirements, but require training to meet the skill sets outlined in the job guideline, a customized training plan will be established. Assistants should expect training through SOLS, or their customized training plan to take one (1) to three (3) years to complete.**
4. **For the purpose of Harmonization, the Employer agrees to pay 100% of the costs for all training and education described above; this is inclusive of text books. Course work and training modules shall be completed outside of working hours on the Assistant's own time. Transportation related to course work will not be reimbursed. To support the Assistant's course work, the Employer may make special scheduling accommodations on a case by case basis.**
5. **Should an Assistant fail a course the Employee may not continue with training until they have retaken the course at their own expense and attained a passing grade. Passing/failing grades shall be determined by the course provider.**
6. **Assistants participating in the Harmonization process may not request additional education training support through the "Education and Training" policy until they have harmonized into the Associate position.**
7. **Assistants who meet or achieve the education and skill sets outlined in the job guideline shall receive an Associate job offer that provides a start date for "on the job" training at a time that is mutually agreeable. All provisions related to seniority are retained and no probation period shall apply. Article 16.05 related to trial periods not applicable.**
8. **Assistants who wish to discontinue harmonization training must provide written notice to the Employer. Assistants who choose to quit the harmonization process shall reimburse the Employer 50% of the costs spent up to the Assistant's termination date. Assistants will reimburse the Employer within six (6) months, or upon a date mutually agreed upon.**
9. **Assistants who have discontinued their harmonization training will not be considered for further education through the "Education and Training" policy until after twelve months. Future application to the harmonization process will be considered once all other applicants are considered and only if the course can be completed within the established course timelines. Assistants who have not completed course work within the established course timelines and need to repeat previously assigned courses shall do so at their own expense.**

10. Employees who resign or are terminated during their training shall not have courses covered by the Employer past their resignation date. No reimbursement shall be sought from the Employer when an Employee resigns or is terminated.
11. Employees currently in the Associate classification will be trained in the duties of the Assistant, Clerk 3 and Clerk 4 roles as required to streamline public service. A training schedule shall be established with the implementation of the new "Member Service Associate" job guidelines to ensure all Associates meet the skill requirements.