

COLLECTIVE AGREEMENT

BETWEEN

THE THUNDER BAY PUBLIC LIBRARY BOARD

(Hereinafter called the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 87-18**

(Hereinafter called the "Union")

Term of Agreement: January 1, 2022 to December 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employees, and to recognize the value of joint discussion.
- 1.02** It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees covered by this agreement be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

The Union recognizes and acknowledges that the Management of the operation and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority and who has completed the probationary period that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the organization, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Collective Agreement.

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 87-18 as the sole and exclusive collective bargaining agent for all professional librarians employed by The Thunder Bay Public Library Board in the City of Thunder Bay, save and except the Chief Librarian, Executive Assistant, Managers, Directors, and persons regularly employed for not more than twenty-four (24) hours per week, and hereby agrees to implement the grievance and arbitration procedure concerning all matters included in this Agreement and affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them. The Employer agrees to discuss if and when changes to the organization take place.

3.02 Work of Bargaining Unit

Librarians whose positions are excluded from the bargaining unit shall not work for more than seven (7) hours per week on any jobs which are presently performed by persons in the bargaining unit, save and except for instructional purposes and in cases of emergency.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Neither Employer nor Union Shall Discriminate

The Employer and the Union agree there shall be no intimidation, discrimination, harassment interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, nationality, ethnic origin, religious, political affiliation, sex, sexual orientation, marital status, family status, place of residence, physical or mental disability, nor by reason of their activity or non-activity in the Union or for any other reason prohibited by law in the matters of hiring, required qualifications, salaries, training, upgrading, promotion, classification, transfer, lay-off, recall, discipline, suspension, discharge or otherwise.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All present employees of the Employer, falling within the scope of the bargaining unit, as a condition of continued employment shall become and remain members in good standing in the Union according to the Constitution and By-laws of the Union. All new employees falling within the scope of the bargaining unit, shall, as a condition of continued employment become and remain members in good standing in the Union upon their first day of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall deduct from every employee any monthly dues, in accordance with the Union Constitution and By-laws established by the Union and any levies as put forth by the Union. Deductions shall be made each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by an updated list of the names, addresses and phone numbers of employees from whose wages the deductions have been made. The Employer will provide a copy of the above information to the Local Treasurer or designate, where identified in writing.

The Employer shall make no deductions from any employee without a signed dues authorization card from the employee.

In consideration of the deducting of Union dues by the Board, the Union agrees to indemnify and save harmless the Board against any claims of liabilities arising or resulting from the operation of this Article.

6.02 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. This list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and if available, personal e-mail.

This list will also indicate the employee's work site and employment status (full-time or temporary), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local 87 Executive and the CUPE National Representative on a quarterly basis.

ARTICLE 7 -THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint prospective employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

7.02 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. The steward or their representative will provide the new employee with a copy of the collective agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Steward and CUPE National Representative of the Union.

In the case of grievance procedure, correspondence shall pass to and from the Chief Steward and CUPE National Staff Representative with a copy to the grievor.

ARTICLE 9 - LABOUR - MANAGEMENT COMMITTEE

9.01 A Labour-Management Committee consisting of an equal number of representatives from Management and Local 87-18, to be chosen by Management and Local 87-18 respectively, to a maximum of 3 (three) members from each party. See Appendix "A" Labour Management Committee Terms of Reference.

ARTICLE 10 - LABOUR-MANAGEMENT RELATIONS

10.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesman. In order that this may be carried out, annually, the Union will provide the Employer with a list of its authorized representatives.

The employee or group of employees have the right to choose a representative from the list to be spokesman. Likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.

10.02 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to assist in the settlement of a grievance.

10.03 Time Off for Meeting

The Union shall have the right to have two (2) employee representatives attend negotiations, labour management, grievances and arbitrations without loss of pay for regularly scheduled hours of work up to conciliation.

10.04 Technical Information

There shall be an exchange of information, at the request of either party to the other on such matters as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans.

10.05 Copies of Resolutions and Reports

Copies of all minutes adopted by the Library Board at monthly meetings shall be available electronically to all members of the Bargaining Unit, with one copy to the Recording Secretary. The Union shall have the right to make representation to the Employer subject to the Board's rules of practice which apply to other persons or groups making presentations to the Board, at the next regular scheduled meeting of the Employer on any matters contained therein.

10.06 Copies of Agreement

Within ten (10) working days of the signing of the collective agreement employees will be notified that a copy of the collective agreement is available electronically.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as any difference between the parties as to the interpretation, application, administration or alleged violation of the Collective Agreement.

11.02 Adjustment of Grievance

It is the mutual desire of the parties hereto that disputes and grievances shall be adjusted as quickly as possible. Employees are encouraged to discuss their issue with their Director/Manager.

All grievances except those relating to applications on internal postings must be presented within ten (10) working days of the event in question. Grievances relating to applications on internal postings for vacant positions must be raised within five (5) working days after the employee has been notified in writing. All grievances must be referenced to a specific clause or clauses of this collective agreement.

Working days in Article 11 and Article 12 shall be calculated as being Monday to Friday exclusive of Saturday, Sunday and Statutory Holidays. All timelines may be extended upon written agreement between Management and the Union.

The procedure shall be as follows:

STEP 1 If the employee and their Director/Manager or designate have been unable to resolve the issue within ten (10) working days of the event in question, the Grievance Committee will submit to the Director/Manager, or their designate, a written statement of the particulars of the grievance and the redress sought. The Director/Manager or their designate shall meet with the parties involved to attempt to resolve the grievance. Those present at such meeting may include the employee, a local Union Representative, the National Union Representative if requested, and such other witnesses as are considered necessary. The Director/Manager or their designate shall give a decision to the employee with a copy to the Union Representative within ten (10) working days after receipt of such notice unless an extension of time is mutually agreed upon in writing by both parties.

STEP 2 Failing satisfactory settlement being reached in Step 1, within ten (10) working days after the Step 1 decision, the Grievance Committee will submit to the Chief Librarian or their designate, a written statement of the particulars of the grievance and the redress sought. The Chief Librarian or their designate shall meet with the parties involved to attempt to resolve the grievance. Those present at such meeting may include the employee, a local Union Representative, the National Union Representative if requested, and such other witnesses as are considered necessary. The Chief Librarian or designate shall give a decision to the employee with a copy to the Union Representative within ten (10) working days after receipt of such notice unless an extension of time is mutually agreed upon in writing by both parties.

STEP 3 Failing a satisfactory settlement being reached in Step 2, the Union or the Employer may refer the grievance to arbitration. Referral to arbitration shall

be made within twenty (20) working days of receipt of the response at Step 2. The response will be deemed to have been received within three (3) working days of the date of the response.

If the grievance is not referred to arbitration within the twenty (20) working day period, the grievance will be conclusively deemed to have been abandoned and may not be re-introduced as a new grievance.

Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step 2 above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

11.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, concerning the collective agreement, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed with the mutual agreement of the Union and the Chief Librarian or their designate. When either party requests a waiving of Step 1, the other party shall reply to the request in writing.

11.03 May Omit Grievance Steps

An employee who has completed their probationary period and is considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 – Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.

11.05 Replies in Writing

Replies to grievances shall be in writing at all stages.

11.06 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

11.07 Permission to Leave Work

In order that the work of the Employer shall not be unreasonably interrupted, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

11.08 Technical Objections to Grievance

No grievance shall be defeated or denied by any technical objection or by reason of incorrect referencing of clauses in grievances, provided that corrections are made prior to the completion of the Step 2 grievance meeting.

11.09 Amending of Time Limits

The time limits fixed in the grievance procedure may be extended by mutual consent of the parties in writing.

11.10 Management Grievances

Any grievance instituted by Management shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and the Union grievance committee shall meet with Management to consider the grievance. The Union shall give a decision to Management within ten (10) working days following the date of such meeting(s).

Failing satisfactory settlement being reached, the grievance may be referred to a Board of Arbitration as provided in the grievance procedure, at any time within twenty (20) working days of receipt of the response.

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration

After the grievance procedure has been exhausted if either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, or e-mail, addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer by registered mail, or e-mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an impartial chairman.

12.02 Single Arbitrator

Notwithstanding the foregoing, the parties may agree, in writing, that the Board of Arbitration shall consist of a single Arbitrator. In such case the parties shall assume the role of the nominees in selecting/agreeing to the Chairperson.

12.03 Failure to Appoint Arbitrator

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change the wording of this Agreement, or alter, modify, amend or delete any of its provisions.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

12.06 Expenses of the Board

Each party shall pay -

- (a) the fees and expenses of the arbitrator it appoints or is appointed on its behalf;
- (b) one-half the fees and expenses of the Nominees.

12.07 Location of Arbitration Hearings

All arbitration meetings are to be held in the City of Thunder Bay.

12.08 Working Day Defined

All references to working days shall be calculated as being Monday to Friday exclusive of Saturday, Sunday and Statutory Holidays.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discharge Procedure

An employee may be dismissed, but only for just cause, and only upon the authority of the Employer. A Director/Manager or designate may suspend an employee but shall immediately report such action to the Chief Librarian or their designate. When an employee is discharged or suspended, they shall be given the reason in the presence of their steward or other member of the Union Executive. Such employee and the Union, shall be advised promptly in writing by the Director/Manager or designate of the reason for such discharge or suspension.

(a) Discipline

Where the Employer and/or designate intends to interview an employee for disciplinary purposes, the Employer and/or designate shall notify the employee in

advance of the nature of the meeting and of their right to have a Union Steward or designate present. Both parties agree that an employee is considered innocent until proven guilty.

13.02 Burden of Proof - Discharge and Discipline

In cases of discharge and discipline, the burden of just cause shall rest with the Employer. Warnings and adverse reports issued over the preceding eighteen (18) months shall be acceptable in cases of discharge.

13.03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.04 Warnings and Adverse Reports

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved, with a copy to the Union Steward and CUPE National Representative. The employee's reply to such complaints, accusation or expression of dissatisfaction shall become part of their record. An adverse written report expressing dissatisfaction with an employee's work may not become part of an employee's personnel file unless a copy is provided to both the Union and the employee. Any adverse reports shall be removed from the employee's file after eighteen (18) months and shall not be used against the employee after that time following a suspension, disciplinary action, including letters of reprimand or any adverse reports and shall be removed from the personnel file.

13.05 Access to Personnel File

An employee shall have the right on one (1) days' notice to have access to review their personnel file and shall have the right to respond in writing to any document contained therein within five (5) working days. Such reply shall become part of the permanent record.

13.06 Strike or Lockout

The Union agrees that so long as this Agreement continues to operate there will be no strike or other collective action which will interfere with the Employer's operations and the Employer agrees that there will be no lockout. The definition of the words

"strike" and "lockout" shall be those set forth in the Labour Relations Act. R.S.O. 1995 and amendments thereto.

13.07 Professional Integrity

No employee will be disciplined for necessary actions taken because of their reasonable professional judgment in the absence of written policy or in the absence of authorization from their superior.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer within 87-18 bargaining unit as a Professional Librarian. Continuity of service will not be considered broken on account of any leave granted pursuant to the terms of this agreement. Seniority shall operate on a bargaining unit wide basis.

Seniority shall continue to accumulate while an employee is absent from work due to illness and accident for up to twelve (12) months, or on a general leave for up to six (6) months.

An employee on lay-off shall not accrue seniority.

14.02 Seniority List

The Employer shall maintain a seniority list showing the accumulated period of service within Local 87-18. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly Hired Employees

New employees shall be on probation for a period of nine (9) months from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, save and except layoff and recall (Article 16.01) and grievance procedure on dismissal (Article 11). After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement of the parties. Probationary employees may only apply for transfers or promotion after completing six (6) months of probation.

14.04 Loss of Seniority

Subject to Article 11 - Grievance Procedure, and Article 12 - Arbitration, an employee shall cease to be employed by the Board and their seniority shall terminate when they:

- (a) voluntarily resigns (after a 48 hour reconsideration period) in writing on the effective date of their resignation;
- (b) is discharged for just cause and is not reinstated;
- (c) is off the payroll for a continuous period of twelve (12) months due to lay-off;
- (d) fails to report for work within seven (7) working days from the date of notification by registered mail by the Board following a lay-off, unless prevented through sickness or reasonable cause, (it shall be the responsibility of the employee to keep the Board informed of their current address);
- (e) fails to return to work upon the termination of authorized leave of absence unless a reason acceptable to the Board is given;
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Board in writing;
- (g) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

14.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If they return to a position within the bargaining unit, they shall continue to accumulate seniority from the date they assume such position, which shall be added to their previous seniority. Employees will have one (1) calendar year to decide whether they want to return to the bargaining unit. If they do not return within a year they will lose all rights under this collective agreement and loss of seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy (both permanent or temporary) occurs or a new position is created, inside of the bargaining unit, the Employer shall notify the Union in writing and post the vacancy using electronic mail. Positions shall be posted internally within two weeks of the vacancy. Where there are internal qualified applicants, the position within the bargaining unit will be filled within thirty (30) days of the effective date of the vacancy. The Union recognizes that a temporary absence of four (4) months or less does not create a vacancy for the purposes of this Article and with mutual agreement the four (4) month period may be mutually extended.

15.02 Information on Postings Within Bargaining Unit

Such notice shall contain the following information:
 Job title, Nature of position, qualifications required, knowledge and educational skills, hours of work and salary range.

15.03 No Outside Advertising

No outside advertisement for any vacancy within the bargaining unit shall be placed until any unsuccessful applicant within the bargaining unit has received notification of the reasons why they did not receive the posted position.

15.04 Role of Seniority in Promotions and Transfers

Both parties agree that the following factors shall be considered in the case of promotions, transfers and in filling other internally posted vacancies:

- (i) qualifications, including ability, skills, knowledge, education and experience;
- (ii) seniority;

Therefore, in promotions, (other than promotions to positions outside the bargaining unit) transfers and in filling other internally posted vacancies, the parties agree that the qualifications in (i) must govern and only where such qualifications of the employees are relatively equal, will factor (ii) govern.

15.05 Trial Period for Promotion

The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. During the 3 month period, the employee may choose to return to their previous position or in the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. The trial period may be extended by mutual agreement of the parties.

15.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful internal applicant, if any, shall be emailed to all staff and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, retirements and terminations of employment within the Bargaining Unit.

15.07 Temporary Positions

New positions created by the Employer shall be deemed to be permanent after twelve (12) months, unless the temporary position is created to replace an employee off an approved leave of absence, or unless otherwise mutually agreed.

15.08 Transfers

A transfer is a change in job within the same classification, from department to department or from building to building. A transfer is a change in a job within the same classification or between classifications with the same regular rate of pay as their present position, with the exception of Article 14.05. A transfer clause will appear on every job position.

It will read:

“Employees wishing to transfer to this position must apply in writing for a transfer within a three (3) day period from the date the position is posted.”

Any employee transferring shall have up to a thirty (30) working day period in which to prove their suitability for the position. If the employee so wishes or if they are found to be unsuitable at the end of the thirty (30) working day period this employee will revert back to their former position without loss of any benefits for said period.

Note: The Employer will update all Job Postings to indicate when the 3 day period starts and ends. i.e. closing date and time based on the time of day the job is posted on a 24 hour basis. New information to be indicated on each job posting for clarity.

15.08 (a)

(i) A permanent employee who bids or bumps into a lower paid classification, or is demoted for disciplinary reasons, will be paid in the lower pay group at the closest step to their rate of pay before the transfer with no change in anniversary date.

(ii) A permanent employee who bids or bumps into a classification in the same pay group as they are currently in shall receive their same rate of pay with no penalty or step reduction nor change in their anniversary date.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.01 Lay-off and Recall Procedure

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

Both parties agree that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of seniority, except that where bumping occurs the more senior employee must be able to perform satisfactorily the tasks of the position. The employee can accept lay-off rather than reassignment under this clause if they choose.

An employee who bumps or is bumped or is recalled shall have twenty (20) working days to perform satisfactorily the tasks of the position into which they bump, or is bumped, or is recalled. An employee may only bump or be bumped once each lay-off.

No new employees shall be hired until those laid off have been given an opportunity of recall.

A laid off regular full time employee shall be allowed to bump a temporary or part-time employee hired under this agreement.

An employee shall notify the Employer of their intention to bump or accept a lay-off within ten (10) working days of being notified of the lay-off by the Employer.

16.02 Advance Notice of Lay-off

Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off, ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

16.03 Continuation of Benefits

The Employer agrees to continue paying the premiums of the following plans for employees on lay-off for up to four (4) months:

Continue to pay the premiums as outlined in clause 26.02 of this collective agreement.

16.04 Recall Rights

An employee on lay-off shall not lose their recall rights if, when recalled for a period of six (6) months or less, they refuse to return to work.

16.05 Full-Time Regular Employees

The Employer agrees that during the term of this Agreement, no full-time regular employee within the bargaining unit shall be laid off for reason of their duties being done by one or more part-time, temporary, student placement or volunteer employee of the Employer.

ARTICLE 17 - HOURS OF WORK

17.01 Standard Daily and Weekly Hours

The regular work week shall consist of five (5) seven hour days from Monday to Sunday inclusive, for a total of thirty five (35) hours per week.

The regular work day shall not commence before 8:00 a.m. nor finish later than 9:00 p.m. except upon the mutual agreement of the Employer and the Union. Except in emergency cases, in which the Employer shall be free to schedule in its discretion, the Employer shall endeavour to schedule no employee to work more than one (1) Saturday or Sunday in three, unless mutually agreed to by both parties.

17.02 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of a shift in an area made available by the Employer.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

Overtime shall be all time worked at the Employer's request before or after the regular work day, and the regular work week, or on a holiday. Time spent at a conference, convention, workshop, seminar or similar training course shall not apply under this section, nor shall travel time to attend.

Overtime shall be authorized by the Director/Manager or designate for a time period of not less than one-half (½) hour in excess of an employee's regular scheduled daily hours or week of work. It is assumed that the one-half (½) hour will be on an irregular basis.

An employee required to remain at the workplace for a period of less than one-half (½) hour beyond the regular work day will be permitted an equivalent amount of lieu time off that will be used within five (5) working days, at a time mutually agreed upon between the employee and the supervisor. An employee not using the lieu time within the five (5) working day period will lose the time.

18.02 Overtime Before and After Weekly Scheduled Hours

Overtime worked before and after the regular scheduled weekly hours shall be paid for at the rate of time and one-half for the first three (3) hours and double time for all hours after.

18.03 Overtime on Holidays

All authorized overtime work performed on Holidays shall be paid for at the rate of double time.

18.04 Payment for Meals

An employee required to work three hours or more overtime before or after their regular daily scheduled hours shall be provided with an allowance of eight dollars (\$8.00) by the Employer.

18.05 No Lay-Off to Compensate for Overtime

An employee shall not be required by the Employer to lay-off during regular hours of work to equalize any overtime worked.

18.06 Overtime During Lay-off

There shall be no overtime worked in any operation while there are employees on lay-off able and readily available to perform the required work.

18.07 Call-back Pay Guarantee

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates. Calls within two (2) hours of each other shall be considered one call, for the purpose of computing the minimum pay for the employee called back.

18.08 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu at the appropriate overtime rate. An employee may accumulate up to a maximum of ten working days which may be taken off consecutively at a time mutually agreed upon by the employee and their supervisor.

Time off in lieu of overtime must be taken in the calendar year in which it is earned. Unless authorized by the Director/Manager or designate, any banked time off in lieu of overtime left on December 31 of any year must be taken or paid out by January 31 of the following year.

ARTICLE 19 - TEMPORARY EMPLOYEE

19.01 Temporary Employee Defined

- (a) Temporary employees are defined as employees hired to carry out the duties of a vacant position or a new position on a temporary basis, but who cease to be employed when the vacancy ends or the specific job for which they were hired has been completed. The termination of a temporary employee at the end of their temporary assignment shall not be the subject of a grievance.
- (b) Temporary employees are covered by the terms of the Collective Agreement with the exception of Article 14 (Seniority), Article 15 (Promotion and Staff Changes),

Article 16 (Lay-offs and Recall), Article 21 (Vacation), Article 23 (Leave of Absence) and Article 26 (Employer Benefits).

Temporary employees and the Union will be notified at the time of hire in writing of the approximate length of their employment.

ARTICLE 20 - HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One Floating Holiday
Civic Holiday	National Truth and Reconciliation Day

One personal day with advance notice, where possible.

The Library shall close at 1:00 P.M. on Christmas Eve and at 5:00 P.M. on New Year's Eve. Employees shall work one-four (4)-hour shift as scheduled at straight time during one or the other of these days.

20.02 Holidays Falling on Sunday

When any of the Holidays in clause 20.01 fall on a Sunday, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

When Christmas Day falls on a Sunday, the following Tuesday shall be deemed to be Boxing Day.

20.03 Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off the employee shall receive an extra day's regular pay for the holiday or another day off with pay at a time mutually agreed upon by the employee and their supervisor.

ARTICLE 21 - VACATIONS

21.01 Vacation Year

The vacation year shall be from January 1st to December 31st.

21.02 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year - 1-2/3 working days for each month

One year or more - 4 weeks

Eleven (11) years – 4 weeks plus one (1) day

Twelve (12) years – 4 Weeks plus two (2) days

Thirteen (13) years – 4 Weeks plus three (3) days

Fourteen (14) years – 4 weeks plus four (4) days

Fifteen (15) years or more - 5 weeks

Twenty (20) years or more - 6 weeks

In addition to the vacations shown above, an employee in their twenty-sixth (26th) year of service will receive one (1) day of vacation for every year of service beyond twenty-five (25) years to a maximum of seven (7) weeks.

21.03 Paid Holidays During Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and their supervisor.

21.04 Unbroken Vacation Period

An employee shall be entitled to receive three (3) weeks in an unbroken period with the understanding that exceptions will be considered on a case by case basis at the sole discretion of the Chief Librarian.

21.05 Sick Leave During Approved Leaves of Absences

Where an employee qualifies for sick leave (supported by a doctor's certificate), bereavement, or any other approved leave as set out under this agreement, during their period of approved leave, there shall be no deduction from this leave for such absence. The period so displaced shall either be added or reinstated for use at a later date at a time mutually agreed upon by the employee and their supervisor.

21.06 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of salary in lieu of such vacation.

21.07 Deferred Vacations

Employees should take their vacation in the vacation year in which it is earned.

However, up to two (2) weeks' vacation may be saved and taken in the next year with the approval of the employer.

ARTICLE 22 - SICK LEAVE

22.01 Casual Sick Leave

Employees shall be entitled to twelve (12) days per calendar year for casual sick leave. If an employee has not used all these casual sick leave credits in the year in which they are credited, the unused portion, up to a maximum of twelve (12) days, may be transferred to the following year. Transferred casual sick leave credits shall be utilized first before casual sick leave credits, for which the employee is eligible in the current year, are utilized. Transferred credits may be carried over to following or subsequent years to a maximum of (2) years.

Employees shall be given credit for sick leave and transferred credits on January 1 of each year. (The first transfer of credits shall take place on January 1, 1981). If an employee leaves before the end of the year, they shall be eligible for sick leave on a pro-rata basis. Transferred credits may be applied to cover any deficiencies. If an employee has taken more sick leave than that for which they were eligible (including transferred credits), such excess shall be deducted over a reasonable number of pay periods.

New employees shall be eligible for casual sick leave after one (1) month of employment. The number of days with which they will be credited shall be pro-rated to the end of the year, starting with the fourth month of their employment.

Qualifying days for Weekly Indemnity will not be deducted from casual sick leave for the first absence in any one year but will be deducted for the second and any subsequent absence(s) in the same year.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon request to the Employer, and with reasonable notice, up to twenty (20) working days of leave with pay and without loss of benefits or seniority shall be allowed each calendar year for the bargaining unit for Union training, or for attendance as delegates at union conventions, and or other Union business in connection with the administration of the Collective Agreement. Union leave will also include any bargaining unit member elected or selected to a position within CUPE's Provincial and/or National structure. The salary and benefits of an employee on a Union leave will continue uninterrupted during their absence. Such wages and benefit costs shall be reimbursed by the Union upon the employee's return.

23.02 Leave of Absence for National or Provincial Library Organizations

Upon request to the Employer, an employee elected or appointed to office in a National or Provincial Library organization, shall be granted every assistance deemed possible by the Employer.

23.03 Paid Bereavement Leave

An employee shall be granted leave for a maximum of five (5) regularly scheduled days of work without loss of pay and benefits in the case of death of a parent, legal guardian, wife, husband, common-law spouse, fiancé, or significant other, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any relative who has been residing in the same household. The Director/Manager or designate may grant one (1) regularly scheduled day without loss of pay or benefits in the case of death of an aunt, uncle, niece or nephew. Where the burial occurs outside of Thunder Bay travelling time, up to five (5) days shall be allowed.

An employee may opt to use one (1) day of the allowed five (5) for purposes of estate finalizing. Such day off shall be at the employee's discretion.

23.04 Pallbearer's Leave

Four (4) hours shall be granted without loss of salary to act as pallbearer at a funeral.

23.05 Mourner's Leave

The Director/Manager or designate may authorize leave to attend, as a mourner, a funeral in Thunder Bay.

23.06 Medical Care Leave

Employees shall be allowed twenty-four (24) hours per annum paid leave of absence in order to engage in personal emergencies or family Preventative Medical or Dental Care. Family here is defined as husband/wife, parents, and children under eighteen (18) and any relative residing in the same household.

23.07 Maternity Leave

a) Pregnancy Leave

(i) Service Requirements

An employee who started employment with the Board at least thirteen weeks before the expected date of birth shall qualify for pregnancy leave. The Employer shall not deny the pregnant employee the right to continue employment during pregnancy.

(ii) Length of Pregnancy Leave

Pregnancy leave shall cover a period of seventeen (17) weeks in accordance with the Employment Standards Act. Where a doctor's certificate is provided stating a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of six (6) months shall be allowed.

Supplemental Employment Benefits

An employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to the Employment Insurance Act (Canada), shall be paid a supplemental employment benefit. The benefit will be the equivalent to the difference between seventy-five (75%) of their regular weekly earnings and the maximum rate of weekly benefits payable pursuant to the Employment Insurance Act (Canada).

Such payment shall commence following the completion of the employment insurance waiting period and shall continue for a maximum of 15 weeks provided that the employee is in receipt of Employment Insurance benefits. The employee's regular weekly earnings shall be determined based on their regular weekly earnings (not including pay for overtime) on their last day worked prior to the commencement of the leave.

In order to be eligible for the top-up under this Article, the employee must provide the employer with proof that they are in receipt of employment insurance benefits pursuant to the Employment Insurance Act (Canada) and the amount of the employment insurance benefit they are receiving.

Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 75% of the employee's actual regular weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the employee's maximum employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (Canada).

b) Parental/Adoption Leave

i Service Requirements

An employee who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave without pay in accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41* following, the birth of a child, or the child coming into the custody, care and control of a parent for the first time.

ii Length of Parental / Adoption Leave

Parental leave shall cover a period of up to maximum of sixty-one (61) weeks if the employee also took a pregnancy leave, or up to a maximum of sixty-three (63) weeks if the employee did not take pregnancy leave, in accordance with the *Employment Standards Act*.

Supplemental Employment Benefits

An employee who is on Parental/Adoption leave as provided under this Agreement, who is in receipt of Employment Insurance Parental Benefits pursuant to the *Employment Insurance Act (Canada)*, shall be paid a supplemental employment benefit. The benefit will be the equivalent to the difference between seventy-five (75%) of their regular weekly earnings and the maximum rate of weekly benefits payable pursuant to the *Employment Insurance Act (Canada)*.

Such payment shall only be made to an employee in receipt of Employment Insurance benefits and will commence following the completion of the employment insurance waiting period, where applicable. Employees will continue to receive payment to a maximum of thirty-five (35) weeks for those employees that access pregnancy leave and a maximum of thirty-seven (37) weeks for those employees that did not access pregnancy leave. The employee's regular weekly earnings shall be determined based on their regular weekly earnings (not including pay for overtime) on their last day worked prior to the commencement of the leave.

In order to be eligible for the top-up under this Article, the employee must provide the employer with proof that they are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act (Canada)* and the amount of the employment insurance benefit they are receiving.

Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 75% of the employee's actual regular weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the employee's maximum employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (Canada).

c) Seniority During Pregnancy and Parental Leave

While on Pregnancy or Parental/Adoption leave an employee shall retain their full employment status and continue to accumulate seniority, vacation and sick leave credits under this collective agreement.

d) Paid Employee Benefits

In accordance with the Employment Standards Act, during the period of pregnancy and parental/adoption leave the Employer shall continue to pay its portion of hospital, medical, dental, group life insurance and pension benefits under this agreement.

23.08 Paid Jury Leave

The Employer shall grant leave of absence, without loss of pay or seniority benefits, to an employee who serves as a juror or witness in any court. The employee shall remit to the Employer such monies as are received in the course of this duty.

23.09 Career Development

Any employee may apply to the Employer no later than six months ahead of time for leave to continue their education on a full-time basis. Such employee must submit a proposal to the Employer for approval. If the employee has been with the Employer for seven (7) years, the Employer shall pay the employee fifty percent (50%) of their annual salary. If the employee has been with the Employer for ten (10) years, the Employer shall pay the employee seventy-five percent (75%) of their annual salary. The Employer shall continue paying the Pension Plan, Hospital and Medical Insurance Plans and Group Life Insurance Plan while the employee is on such leave of absence.

As a condition of granting this leave, an employee shall, if required, give a written undertaking, prior to the commencement of the leave, to return to the service of the Employer for a period of not less than two (2) times the period of leave granted. If the employee, except with the permission of the Employer:

- (a) fails to complete the course,

- (b) does not resume employment with the Employer on completion of the course, or
- (c) ceases to be employed before termination of the period they have undertaken to serve after completion of the course, they shall repay the Employer all allowances paid to them during the leave of absence under this clause or such lesser sum as shall be determined by the Employer. Only one employee shall be granted Career Development Leave in any one year. Such employees shall return at the same rate of pay.

23.10 Attendance at Conferences and Conventions

Subject to financial ability, the Employer will endeavour to send librarians to the annual conferences of the provincial and national library organizations. If an employee has specialist qualifications, they may attend an annual conference in their subject specialization in lieu of a library conference.

An employee invited to participate in a conference or convention shall receive first consideration and receive such financial support as is possible.

An employee shall receive written notification from their immediate supervisor two weeks prior to a conference (library or other) stating whether permission and financial assistance will be granted.

23.11 Professional Development

The Employer, subject to financial ability, shall give librarians the opportunity to participate in seminars, workshops or short courses, with the agreement of their supervisor.

At the discretion of the Employer, an employee shall be given assistance to undertake library oriented research and projects. This assistance, upon the agreement of their supervisor, may take such form as free use of the photocopiers, provision of supplies, time off, clerical help and mailing costs.

If an employee is approved to attend a conference, workshop, seminar, or meeting on behalf of the Employer as a result of their job function, they shall be paid for their regularly scheduled work hours plus expenses.

The Employer will reimburse CUPE Local 87-18 members 50% of the cost of membership to one or more professional associations upon proof of payment to a maximum of \$200 per calendar year.

23.12 General Leave

An employee may apply for a leave of absence without pay and without payment of benefits by making written application to the Director/Manager or designate. The Director/Manager or designate shall consider such request and indicate, in writing, whether it is granted or denied.

23.13 Quarantine

Time lost by an employee as a result of being quarantined by the Medical Officer of Health or designate, in accordance with the applicable legislation, shall be treated as a leave of absence with pay for the duration of the quarantine.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay salaries and wages every second Friday in accordance with Wage Schedule attached hereto and forming part of this Agreement. If a paid holiday falls on a Friday which is a designated pay day, the pay day will be the day prior.

24.02 Rate of Pay on Promotion

On promotion an employee shall advance to the base rate of the new classification unless that rate is lower than their present rate. In that instance the employee shall advance to the rate closest to their present rate and which is greater than their present rate. If such increase is less than a full increment, the employee shall not change their annual date of salary increment. If such increase is greater than a full increment in their former range, then the employee's annual date of increment shall be the new date of promotion.

24.03 Pay on Temporary Promotions

When an employee temporarily relieves in, or performs, the principal duties of a higher classified position within the bargaining unit, they shall receive the rate in the salary range which is higher than their previous rate from the first day when the responsibilities have been assumed for two (2) consecutive days or more.

When a higher position, outside the bargaining unit, is filled on a temporary basis, the employee shall receive an increase of 7% of their hourly rate from the first day when the responsibilities have been assumed.

The employee shall be deemed to be covered by this Collective Agreement during the period of temporary promotion.

When an employee, on filling a position on a temporary basis, is appointed permanently to such position, the effective date of promotion shall be from when the position was first filled on a temporary basis.

When an employee is temporarily assigned to a position paying a lower rate, their present pay shall not be reduced.

24.04 Mileage Allowance

The mileage rate paid to an employee using their own automobile for the Employer's business shall be the rate of the City of Thunder Bay effective the date of the announcement by the City of Thunder Bay.

If the employee drives their automobile on the Employer's business more than the minimum amount allowed by their insurance carrier, the Employer shall pay the difference between pleasure and business owned automobile rates.

24.05 Cash Shortages

An employee handling petty cash shall not be responsible for any shortages except in the case of criminal negligence.

24.06 Bilingual Bonus

An employee required to perform any of their duties in a language other than French or English at least twenty percent (20%) of their time shall receive a bilingual bonus of seven percent (7%) on their current salary.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Description

The employer shall draw up job descriptions for positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union in writing and shall become the recognized job descriptions, unless the Union presents written objections within thirty (30) days, subject to the grievance procedure.

25.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated without the actual consent of both parties. This article is not intended to be interpreted as providing job security to sole incumbents of classifications.

25.03 Changes in Classification

If, following the introduction of Job Descriptions, the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, the position will be referred to the Job Evaluation Committee for evaluation. If the Job Evaluation Committee is unable to reach consensus on an evaluation for the position and/or the parties are unable to agree on a rate of pay for the job in question, the negotiations between the parties and the job evaluation process shall be considered as Step One (1) of the grievance

procedure. The new rate shall become retroactive to the time the position was first filled by an employee.

25.04 New Positions

If a new position is established by the Employer, which falls within the Bargaining unit, the Employer and the Union shall meet to discuss the salaries of such positions. If agreement is not reached these meetings shall be considered as Step One (1) of the grievance procedure and any rate established shall be retroactive to when the position was first filled.

25.05 Job Evaluation

The signed Job Evaluation Terms of Reference will form part of this Collective Agreement. Any amendments throughout the term of this agreement must be agreed to in writing by the parties. See Appendix "B" Job Evaluation Terms of Reference.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Pension Plans

In addition to the Canada Pension Plan, every permanent employee shall join the Ontario Municipal Employees' Retirement System. The Employer and employees shall make contributions in accordance with the provision of the plans.

26.02 Hospital and Medical Insurance

The Employer shall pay the premiums of the following plans:

- (a) Extended Health Care benefits, on the basis of \$10.00/\$20.00 deductible, including chiropractic, massage therapy, naturopathy, acupuncture, speech therapy, physiotherapy, psychologist coverage to \$500.00 per year; per practitioner
- (b) Private Hospital Care
- (c) Private Duty Nursing - \$25,000
- (d) Preventative Dental Care Benefits. The current year's ODA rates will apply with a nine (9) month recall at 100%
- (e) Dental Comprehensive 100% every 3 years
- (f) Orthodontics - \$1,600 per year; \$5,000 lifetime maximum
50% co-insurance children under 19 years

- (g) Dentures – 50% coverage per person
- (h) Major restorative e.g. crowns & bridges – 50% coverage to a maximum of \$3,000 per year
- (i) Vision Care - 400.00 per person every twenty-four (24) months towards a pair of glasses and or contact lens
- (j) Out of Country Coverage; 60 days per trip; Emergency \$3,000,000 per year, \$50,000 for a referral
- (k) Orthotics/shoes coverage to a maximum of \$450.00 every two (2) years
- (l) Eye Exams that are not covered by the Ontario government to a maximum that is usual and customary.
- (m) Hearings Aids - \$1,600.00/36 months

In the case of illness the Employer’s contribution will be paid to the above plans to a maximum of six (6) months. Thereafter, the employee may pay full premiums through the Employer. As a note of clarification, these changes also apply to Article 16.03.

The Union agrees that the Employer shall have the discretion to substitute a different insurance carrier as long as equivalent or better coverage is maintained and as long as the Union agrees to such substitution. The Union will provide a written explanation to the Employer when the Union does not agree to a substitution.

26.03 Life Insurance Plan

The Employer shall pay the full cost of the premium for a group life insurance and accidental death and dismemberment plan of two (2) times the employee’s salary to a maximum of \$250,000.00.

26.04 Weekly Indemnity (Starting January 1, 2023)

The Employer shall pay the full cost of the premium for all employees for a Weekly Indemnity Plan which shall provide coverage for seventy-five (75%) of the employee’s weekly earnings up to a maximum of one thousand five hundred (\$1,500.00).

Qualifying Period

Injury/Accident	1 st day
Illness	5 th day
Hospital	1 st day

26.05 Long Term Disability Benefits Plan

The Employer shall pay the full cost of the premium for all employees for a long term disability plan, which shall provide coverage for seventy-five (75%) of the monthly earnings to a maximum monthly benefit of four thousand five hundred dollars (\$4,500.00) to age sixty-five (65).

26.06 Worker's Compensation Pay Supplement

All employees shall be covered by the Workplace Safety and Insurance Act. An employee, prevented from performing their regular work with the Employer on account of an occupational accident which is covered by the Workplace Safety and Insurance Act, shall continue to receive their after tax pay from the Employer for a period of twenty-four (24) months. they shall turn over to the Employer all monies received from the Workplace Safety and Insurance Board.

In the event an employee's claim is disallowed by the Workplace Safety and Insurance Board, the employee may be eligible to claim under the Weekly Indemnity Benefit Plan. they shall refund to the Employer, in a timely manner, all payments made up to the time they claim under The Weekly Indemnity Plan.

Effective January 1, 1999, the pay after taxes continued by the employer shall i) be reduced by five (5%) percent to correspond with the reduction in compensation provided by the Workplace Safety and Insurance Board and ii) not cover any reductions or suspensions in compensation benefits imposed by the Workplace Safety and Insurance Board resulting from an employee's failure to cooperate as provided by the Workplace Safety and Insurance Act.

26.07 Early Retiree Benefits

The Employer will provide an Employee, under the most current OMERS qualifying service provision, who retires with a reduced or unreduced early retirement pension, Private Hospital Care and Extended Health Care and Dental Benefits. The Benefits will be equivalent to and on the same basis as is provided to active employees as covered in Article 26.02 with the exception of the following services: Orthodontics, Naturopath Services, Acupuncture Services, Private duty nursing, Major dental. All other benefits remain included except the capped amount for out of country travel which will be \$50,000.

The early retire benefit costs will be co-paid 50% by the Employer and 50% by the early retiree employee. These benefits shall also apply to the eligible dependents of an early retiree. Dependents shall be defined as a spouse, including same sex partner, child attending a full-time educational institution up to the age of 25; or a dependent child who is incapable of self-support due to a physical and or mental disability up to the age of 21.

These benefits will continue from the date of retirement and will cease in accordance with the conditions listed below:

- a) resigns (48 hour reconsideration period); or
- b) is terminated or discharged; subject to reinstatement through the grievance process outlined in the Collective Agreement; or
- c) is 65 years of age; subject to any applicable legislative changes in the age of retirement
- d) having reached at least age sixty-five (65), can no longer contribute to the OMERS pension plan.

Coverage will cease and/or will not be provided as soon as any one of the listed conditions applies.

Effective date January 1, 2015.

Active employees as of the effective date above will be eligible for early retiree benefits if the benefit process has not been completed when they retire.

26.08 Physical Fitness Benefit

The Employer will pay up to one hundred and twenty dollars (\$120.00) per calendar year upon proof of payment toward the cost of a gym membership, sports league, fitness classes, and or fitness equipment in order to promote wellness in the workplace.

26.09 Modified/Return to Work Accommodation Procedure

Purpose:

The purpose of this procedure is to outline the process of arranging for modified work for an employee who is returning to work following an illness, injury or accident. The return to work discussion helps to facilitate the return to work between the employer, the worker, the supervisor and union representative. It provides direction on the type of information that is required when planning for a worker's return to work. This includes information related to the worker's recovery, their functional abilities and accommodations required to remove barriers to return to work. Early and ongoing contact between the employer, the worker, the supervisor and union representative is important as it provides an opportunity to establish communication and to share information. Ideally, contact should begin as soon as possible following an illness, injury or accident. However it is important to keep in mind that the timing of the contact will vary depending on the individual worker's case. All information shared between the employer, the worker, the supervisor and union representative related to this process shall remain confidential.

Procedure:

1. At least one week before a worker's expected return to work date, the worker must contact the Director or designate and their supervisor to initiate the return to work plan.
2. The Director or designate, or supervisor if the Director or designate is not available, will coordinate a meeting with the worker, the supervisor, the union representative and Director or designate to draft the return to work plan. The meeting will be confirmed in writing.
3. All relevant documents from the worker's medical practitioners related to restrictions and precautions will be reviewed at this meeting, and the return to work plan will be drafted.
4. The return to work plan is a written document that lays out the steps to be taken to help a worker return to suitable, safe, and available work. It is an individualized plan developed collaboratively by the worker, the supervisor and Director or designate. The return to work plan can be used for both work-related and non-work-related illnesses, injuries and accidents. Part of the plan may include bundling tasks, alternate work, a temporary transfer to a different work unit or branch, and must involve useful and meaningful work.
5. After the plan had been drafted a copy will be provided to the worker by the Director or designate. The Director or designate will keep the original in a secure, confidential file.
6. The worker's return to work progress shall be reviewed weekly. The Director or designate shall coordinate these meetings. The worker, supervisor, union representative and Director or designate shall determine the ongoing frequency of these meetings. Because recovery varies by individual, return to work plans are not time-limited, and will be subject to ongoing review.
7. In the event the worker can return to full duties, the worker will provide a "Fit to Return" note from their medical practitioner.
8. When the return to work plan is completed, the worker and the Director or designate will sign off on the plan.

See Appendix "C" Thunder Bay Public Library Return to Work Plan

ARTICLE 27 – ORGANIZATIONAL CHANGE

27.01 Organizational Change

The Union recognizes and acknowledges the right of the Employer to make technological and organizational changes. An employee who is affected by such change and for whom an already existing position is available shall, at the expense of the Employer, be given a maximum of ten (10) months to perfect or acquire the skills necessitated by such change and shall not be subject to termination during the ten (10) month period. There shall be no reduction to salary rates or wages during the ten (10) month period, and no reduction of pay upon completion of the ten (10) month period. This clause applies only to positions within the bargaining unit.

Upon expiry of the ten (10) month period, if the employee has not been able to acquire the skills necessitated by the change, they may be terminated by the Employer, which shall be considered just cause and in which case severance pay shall be payable as follows:

Up to five years of continuous service –	severance as designated under the Employment Standards Act;
Greater than five years of continuous service –	one week of pay at the year's regular straight time hourly rate for each full year of continuous service to a maximum of twenty-five (25) weeks.

27.02 Exercise of Seniority Rights

An employee coming within the scope of Article 27.01 shall forego the one year training period and entitlement to severance pay if the employee elects to exercise their bumping rights in accordance with the relevant provisions of this collective agreement. Such election may only be made during the first thirty (30) working days of the training period. Similarly an employee for whom an already existing position is not available may exercise their bumping rights in accordance with the relevant provision of this Collective Agreement. Such exercise may only be made within five (5) working days of being notified in writing of their forthcoming lay-off. The bumping right under this article may be exercised only once. An employee who does exercise such bumping rights shall also forego their entitlement to severance pay in accordance with Article 27.01.

ARTICLE 28 - JOB SECURITY

28.01 Contracting Out

The Employer agrees that it will not contract out any work now being performed by members of the bargaining unit, if such contracting out would cause an employee to be laid off or would cause the salary or regular working hours of an employee to be reduced.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have right to post notices of meetings.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Continuation of Acquired Rights

All provisions in this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereinafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations as per this Agreement shall remain in existence.

30.02 Amalgamation, Regionalization and Merger Protection programmed

In the event the Employer merges or amalgamates with any other body, the Employer will endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer;
- (b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new employer;
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE Members with the new employer;
- (d) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers;
- (e) No employee shall suffer a loss of employment as a result of merger;
- (f) Preference in location of employment shall be on the basis of seniority.

ARTICLE 31 – GENERAL

31.01 Chief Librarian or Designate

Whenever the term Chief Librarian is used in this Agreement it shall be interpreted to mean the Chief Librarian or designate.

ARTICLE 32 - TERM OF AGREEMENT

32.01 Duration of Contract

This Agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the 31st day of December in any year that it desires its termination or amendment.

32.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

32.03 Retroactive Pay for Terminated Employees

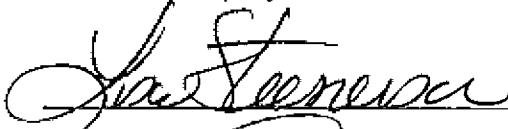
An employee who has left their employment with the Employer before the effective date of the new agreement shall receive the full retroactivity of any increase in wages or salaries up to the date of their termination, where these conditions are made retroactive.


32.04 Retroactivity


All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

Dated in Thunder Bay this 20th day of December, 2022.

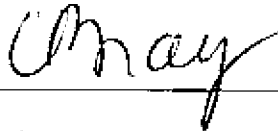
Signed on behalf of the Canadian Union
of Public Employees and its Local 87-18:

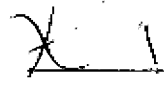






Signed on behalf of the Thunder Bay
Public Library Board:





LETTER OF UNDERSTANDING
BETWEEN
THUNDER BAY PUBLIC LIBRARY BOARD
AND
CUPE LOCAL 87-18

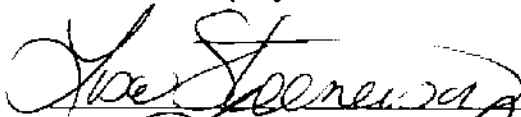

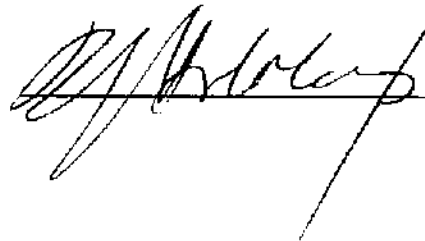
Re: Floater Days

The Employer agrees to provide full-time employees with two (2) floats per year for each year of the agreement encompassing the period of January 1, 2016 to December 31, 2018 to be scheduled as agreed upon between the employee and their supervisor and subject to operational needs. It is agreed that the employee may be replaced during such time off.

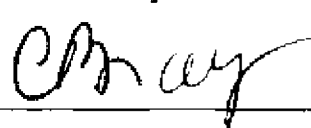
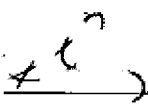
Dated in Thunder Bay this 22nd day of December, 2022.

Originally signed May 5, 2015

Signed on behalf of the Canadian Union
of Public Employees and its Local 87-18:

Signed on behalf of the Thunder Bay
Public Library Board:

LETTER OF UNDERSTANDING
BETWEEN
THUNDER BAY PUBLIC LIBRARY BOARD
AND
CUPE LOCAL 87-18

Re: Elimination of the following 87-18 Bargaining unit positions

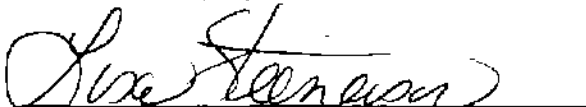

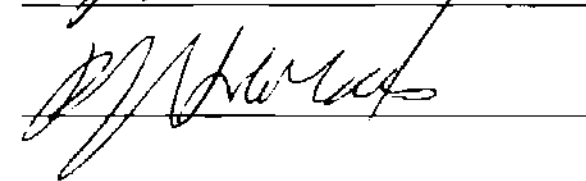
1. Head of Children and Youth Services
2. Head of Automated Support Services

The elimination of these positions will take effect one (1) month (for transitional purposes) after the Joint Job Evaluation Process has been completed and new job descriptions have been created by the Employer.

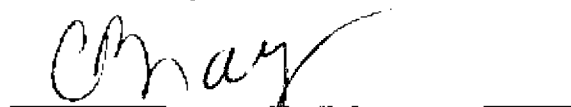


Dated in Thunder Bay this 20th day of December, 2022.

Originally signed May 5, 2015

Signed on behalf of the Canadian Union
of Public Employees and its Local 87-18:

Signed on behalf of the Thunder Bay
Public Library Board:

LETTER OF UNDERSTANDING
BETWEEN
THUNDER BAY PUBLIC LIBRARY BOARD
AND
CUPE LOCAL 87-18

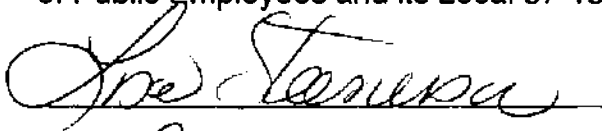
RE: Scheduling Committee

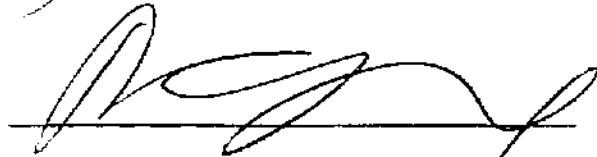
The parties agree that within one month following the date of ratification of the Memorandum of Settlement by both parties, a scheduling committee will be established for the purpose of discussing the implementation of the new work schedules for the CUPE Local 3120 bargaining unit as a result of the changes to the standard daily and weekly hours contained in Article 17.01 of the Collective Agreement. The scheduling committee will consist of two (2) individuals from the CUPE Local 3120 bargaining unit, two (2) individuals from the Thunder Bay Public Library and one (1) member of the CUPE Local 87-18 bargaining unit. Both CUPE Local 87-18 and the Thunder Bay Public Library may also have a resource person in attendance if required.

Notwithstanding the above, the Thunder Bay Public Library retains the sole and exclusive right to schedule employees in accordance with Article 17.01 of the Collective Agreement.

Dated in Thunder Bay this 20th day of December, 2022.

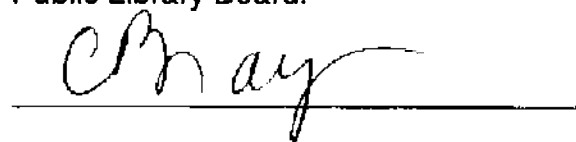
Signed on behalf of the Canadian Union
of Public Employees and its Local 87-18:







Signed on behalf of the Thunder Bay
Public Library Board:







CUPE Local 87-18 Wage Schedule

Effective January 1, 2022

1.75% Increase

Effective within (2) pay periods of the date of ratification

Classification:	Step 1	Step 2	Step 3	Step 4	Step 5
Librarian I	\$33.32 \$2,332.89 \$60,655	\$34.15 \$2,390.25 \$62,147	\$34.97 \$2,448.35 \$63,657	\$35.80 \$2,505.71 \$65,148	\$36.60 \$2,562.31 \$66,620
Librarian II	\$38.21 \$2,674.78 \$69,544	\$39.03 \$2,732.14 \$71,036	\$39.85 \$2,789.50 \$72,526	\$40.67 \$2,846.84 \$74,018	\$41.47 \$2,903.46 \$75,489
Librarian III	\$43.08 \$3,015.93 \$78,415	\$43.91 \$3,073.29 \$79,905	\$44.72 \$3,130.63 \$81,397	\$45.54 \$3,187.99 \$82,888	\$46.36 \$3,245.35 \$84,379
Librarian IV	\$48.58 \$3,400.27 \$88,408	\$49.36 \$3,455.40 \$89,840	\$50.16 \$3,511.26 \$91,293	\$50.97 \$3,567.87 \$92,764	\$51.77 \$3,623.73 \$94,217

CUPE Local 87-18 Wage Schedule

Effective January 1, 2023

1.85% Increase

Effective within (2) pay periods of the date of ratification

Classification:	Step 1	Step 2	Step 3	Step 4	Step 5
Librarian I	\$33.94 \$2,376.05 \$61,777	\$34.78 \$2,434.47 \$63,297	\$35.62 \$2,493.64 \$64,834	\$36.46 \$2,552.06 \$66,354	\$37.28 \$2,609.71 \$67,852
Librarian II	\$38.91 \$2,724.27 \$70,831	\$39.75 \$2,782.68 \$72,350	\$40.58 \$2,841.10 \$73,868	\$41.42 \$2,899.51 \$75,387	\$42.24 \$2,957.17 \$76,886
Librarian III	\$43.88 \$3,071.73 \$79,865	\$44.72 \$3,130.14 \$81,384	\$45.55 \$3,188.55 \$82,903	\$46.39 \$3,246.97 \$84,421	\$47.21 \$3,305.39 \$85,940
Librarian IV	\$49.47 \$3,463.18 \$90,043	\$50.27 \$3,519.32 \$91,502	\$51.09 \$3,576.22 \$92,982	\$51.91 \$3,633.88 \$94,481	\$52.73 \$3,690.77 \$95,960

CUPE Local 87-18 Wage Schedule

Effective January 1, 2024

2% Increase

Effective within (2) pay periods of the date of ratification

Classification:	Step 1	Step 2	Step 3	Step 4	Step 5
Librarian I	\$34.62 \$2,423.57 \$63,013	\$35.47 \$2,483.16 \$64,563	\$36.33 \$2,543.52 \$66,131	\$37.19 \$2,603.10 \$67,681	\$38.02 \$2,661.91 \$69,209
Librarian II	\$39.69 \$2,778.75 \$72,247	\$40.55 \$2,838.34 \$73,797	\$41.39 \$2,897.92 \$75,345	\$42.25 \$2,957.50 \$76,895	\$43.09 \$3,016.31 \$78,424
Librarian III	\$44.76 \$3,133.16 \$81,463	\$45.61 \$3,192.75 \$83,011	\$46.46 \$3,252.32 \$84,561	\$47.31 \$3,311.91 \$86,109	\$48.16 \$3,371.49 \$87,659
Librarian IV	\$50.46 \$3,532.44 \$91,844	\$51.28 \$3,589.71 \$93,332	\$52.11 \$3,647.74 \$94,842	\$52.95 \$3,706.56 \$96,370	\$53.78 \$3,764.59 \$97,880

CUPE Local 87-18 Wage Schedule

Effective January 1, 2025

2% Increase

Effective within (2) pay periods of the date of ratification

Classification:	Step 1	Step 2	Step 3	Step 4	Step 5
Librarian I	\$35.31	\$36.18	\$37.06	\$37.93	\$38.78
	\$2,472.04	\$2,532.82	\$2,594.39	\$2,655.16	\$2,715.14
	\$64,273	\$65,854	\$67,454	\$69,034	\$70,593
Librarian II	\$40.49	\$41.36	\$42.22	\$43.10	\$43.95
	\$2,834.33	\$2,895.11	\$2,955.88	\$3,016.65	\$3,076.64
	\$73,692	\$75,273	\$76,852	\$78,433	\$79,992
Librarian III	\$45.65	\$46.52	\$47.39	\$48.26	\$49.12
	\$3,195.82	\$3,256.60	\$3,317.37	\$3,378.15	\$3,438.92
	\$83,092	\$84,671	\$86,252	\$87,832	\$89,412
Librarian IV	\$51.47	\$52.30	\$53.15	\$54.01	\$54.86
	\$3,603.09	\$3,661.51	\$3,720.70	\$3,780.69	\$3,839.88
	\$93,681	\$95,199	\$96,739	\$98,298	\$99,837

APPENDIX "A"

Labour Management Committee

CUPE Local 87-18

Terms of Reference

Purpose:

1. To promote better communication, mutual respect and understanding between employer and Local 87-18 employees.
2. To discuss the ways and means of developing good morale and better working conditions
3. To develop courses of action arising from discussions of labour management relations.

Composition:

An equal number of representatives from management and Local 87-18, to be chosen by management and 87-18 respectively, to a maximum of 3 (three) members from each party, as outlined in the Collective Agreement.

Structure:

The structure of this Committee shall be intentionally flexible, and determined by the mutual agreement of labour and management. The appointment of a "Chair" is not desirable as the intent is to provide a forum for communication with an atmosphere of equality and informality.

Meetings:

Meetings shall be held quarterly or on an as-needed basis. Committee members can request a special meeting if the need arises. Set agenda items shall include:

1. Review of previous action items
2. Morale
3. Working conditions
4. Other business

Notes:

On a rotational basis one member shall record mutually agreed upon "action items", and email a list of these items, including deadline dates, to all members following the meeting. Formal minutes will not be taken.

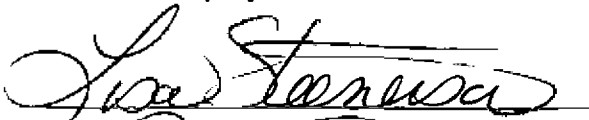

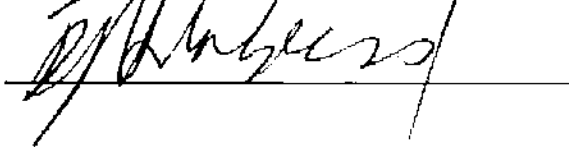
Review:

These Terms of Reference shall be reviewed annually and/or when Committee members change.

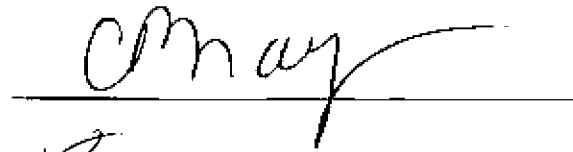
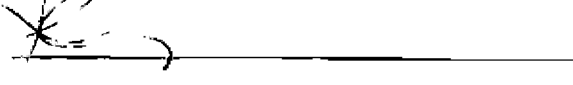

Reviewed and revised

Dated in Thunder Bay, ON this 20th day of December, 2022.

Signed on behalf of the Canadian Union
of Public Employees and its Local 87-18:

Signed on behalf of the Thunder Bay
Public Library Board:

APPENDIX "B"

JOB EVALUATION TERMS OF REFERENCE

ARTICLE 1 PURPOSE

- 1.1 To carry out a Job Evaluation program based on the Coopers and Lybrand Universal Job Evaluation Plan including factor weighting and in accordance with the current Ontario Pay Equity Act.
- 1.2 To jointly participate in a job evaluation plan which will strive to achieve employment equity for all positions within the Canadian Union of Public Employees Local 87-18. The Plan will include these main factor groups; skill, effort, responsibility and working conditions.
- 1.3 The implementation of the Coopers and Lybrand Universal Job Evaluation Plan including factors weighting will be negotiated between the parties. The money for this will be paid by the Employer over and above normal wage increases negotiated in collective bargaining.
- 1.4 No employees wage rate will be reduced as a result of the re-evaluation of their position and will continue to receive all negotiated increases.
- 1.5 The Plan shall only be amended by mutual agreement of the Local and the Employer.

ARTICLE 2 JOINT JOB EVALUATION COMMITTEE

- 2.1 The Joint Job Evaluation Committee shall consist of members from the Employer and the Union. Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent. Quorum for meetings shall be a minimum of two (2) representatives from each of the parties.
- 2.2 The Joint Job Evaluation Committee members shall work with the Employer representatives of the Committee during regular working hours.
- 2.3 The Local's committee members will achieve consensus on job rating decisions first. The members of the Committee charged with voting (equal voting members from management and the Union) will then have to reach consensus to determine a final job rating decision. This decision shall be final and binding on the parties subject to the appeals process. Any situation where the Committee cannot come to a decision shall be forwarded to the Pay Equity Commission for resolution.
- 2.4 The Union and the Employer have the right to engage external advisors to assist its representation on the Joint Job Evaluation Committee. Any such advisor shall be

entitled to a voice but not to vote and shall not be considered a member of the committee.

- 2.5 Training of the Joint Job Evaluation Committee will be the responsibility of the Employer.
- 2.6 The Joint Job Evaluation Committee will be responsible for rating all newly created job classifications and existing job classifications which have undergone material change.

ARTICLE 3 JOB ANALYSIS PROCEDURE

- 3.1 A job information questionnaire shall be completed by the employee or representative groups and the supervisor. The completed questionnaire shall be submitted to the Joint Job Evaluation Committee along with a copy of the current job description. A representative group is defined as a selected group of positions considered typical within a classification to represent all positions within that classification. Any representative group and its use will be determined by the Joint Job Evaluation Committee.
- 3.2 The job shall be rated based on the job description and in accordance with the Job Evaluation Plan. The Committee shall also use information obtained from the completed job information questionnaire and, if required, interviews with the employee and/or supervisor.
- 3.3 In the application of the Job Evaluation Plan, the following general rules shall apply:
 - 1. It is the content of the job not the performance of the employee that is being rated.
 - 2. Jobs are evaluated without regard to existing wage rates.
 - 3. Job analysis and rating of each job shall be relevant to and consistent with the job descriptions of all other jobs rated under the Plan.
 - 4. Rating decisions shall include a sore-thumbing process to ensure consistency in Committee decisions.
 - 5. A Committee member will be excused from the meeting and may not participate in the evaluation of their own job classification.
 - 6. Members of the Joint Job Evaluation Committee shall not discuss meeting contents outside the meeting forum unless otherwise agreed by all parties.

7. Members of the Joint Job Evaluation Committee shall not approach employees without the permission or direction of the Joint Job Evaluation Committee regarding matters currently under review by the Committee.
- 3.4 The Joint Job Evaluation Committee will draft suggested changes to job descriptions (if necessary) based on the information gathered. Where further information is required, interviews shall be held with the Employer and/or the supervisor.
- 3.5 When the Committee has completed the ratings of all positions it will present the Union and the Employer with notice of the salary band and a copy of the draft suggested changes to any job descriptions. The Employer shall then prepare a draft job description for the position and present it to the local Union Executive for agreement.

ARTICLE 4 MAINTAINING THE JOB EVALUATION PLAN

- 4.1 Maintenance review of all positions will be completed at least every five (5) years.
- 4.2 Any changes that could affect pay equity or a change in classification shall become retroactive to the time the position was first filled by an employee.
- 4.3 The Employer shall disclose to the Union any relevant information that is necessary to make informed and complete decisions on maintenance.
- 4.4 If, following the introduction of Job Descriptions, the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, the position will be referred to the Joint Job Evaluation Committee for evaluation.
- 4.5 Whenever the Employer wishes to establish a new position or change an existing position and/or classification, the Employer shall prepare a draft job description for the position and present it to the local Union Executive for agreement. Once the Union and Employer have agreed to the new job description, the Employer shall provide the job description to the Joint Job Evaluation Committee. The Committee shall meet and establish a pay grade for the job, based on the job description. All new positions will be evaluated after one (1) year.
- 4.6 The job shall be posted in accordance with Article 15 of the Collective Agreement.

ARTICLE 5 APPEALS PROCEDURE

- 5.1 Within two (2) weeks days of receipt of the Advice of Rating Form, an employee/Union/Employer may request reconsideration of the job rating by completing and submitting a Reconsideration Form, stating the reason(s) for

disagreeing with the rating of the job. The Joint Job Evaluation Committee shall consider the reconsideration request and make a decision that shall be final and binding upon the parties. The Committee shall inform the employee/Union/Employer of the decision using the Review Decision Form.


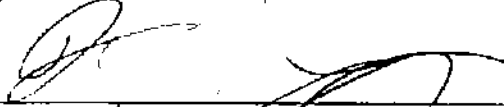

ARTICLE 6 CONCLUSION AND IMPLEMENTATION

- 6.1 The Job Evaluation Plan will be considered completed when:
- a) The Employer and the Union have accepted the associated ratings, factors, factor degree weights and banding.
 - b) All submitted job information questionnaires have been jointly evaluated, signed-off and dated.
 - c) All appeals have been heard, reviewed and decided upon.
 - d) The Pay Equity Plan has complied with and satisfied all requirements of the Ontario Pay Equity Act.
- 6.2 Any matters unresolved by the Joint Job Evaluation Committee shall be forwarded to the Pay Equity Commission for resolution in accordance with the provisions in the Ontario Pay Equity Act.
- 6.3 The Employer is required to post the Plan for all employees.

Originally signed July 6, 2015

Dated in Thunder Bay, ON this 21st day of December, 2022.

Signed on behalf of the Canadian Union
of Public Employees and its Local 87-18:

Signed on behalf of the Thunder Bay
Public Library Board:

