

COLLECTIVE AGREEMENT

BETWEEN:

THE ST. CATHARINES PUBLIC LIBRARY BOARD

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2220**

TERM OF AGREEMENT

January 1, 2022 to December 31, 2024

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THIS AGREEMENT made and entered into this 12th day of September 2023.

BETWEEN:

THE ST. CATHARINES PUBLIC LIBRARY BOARD
(hereinafter referred to as “the Employer”)

of the FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2220
(hereinafter referred to as “the Union”)

of the SECOND PART

FULL-TIME AGREEMENT

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 This agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 21st day of September, 1978, that is, all employees of The St. Catharines Public Library Board at all branches of the Library in the City of St. Catharines save and except the Director, Manager Public Services and Manager Acquisitions and Technical Services, Business Administrator, Assistant to the Business Administrator, Department Heads including Building Superintendent, persons above the rank of Department Head, Secretary to the Director, Confidential Secretary, Manager IT and Networks, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 2.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the bargaining unit defined above.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency, discipline or discharge employees for just cause subject to Article 13.02;

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- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees; select employees for positions excluded from the bargaining unit;
- (c) generally manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the standards of performance for employees, hours of work, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.
- 3.03 The Union recognizes and acknowledges that the Employer has the right to make and alter from time to time rules and regulations, policies and practices to be observed by its employees. When rules and regulations are instituted or altered, the Employer shall give prior notice to the Union.
- 3.04 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.

ARTICLE 4 – TEMPORARY EMPLOYEES

- 4.01 The Employer may hire personnel on a temporary or casual basis for special projects, for participation in training programs, during periods of heavy work load or in case of emergency for a period of not more than one hundred and twenty (120) calendar days or such greater period as may be agreed to by the parties and such personnel shall not thereby become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay and any provision contained herein for the payment of Union dues.
- 4.02 The Employer may hire temporary or casual personnel pursuant to the provisions of Article 4.01 to replace permanent employees absent due to illness, accident, vacation, leave of absence or for any other reason and without being restricted to the one hundred and twenty (120) calendar day period, subject to the provisions of Article 14.05.
- 4.03 Should the Employer hire or transfer a current part-time Employee into a full-time temporary position to replace a permanent employee absent due to illness, accident, vacation, leave of absence, pregnancy and/or parental leave or any other reason, the Employee will be paid the full-time hourly rate plus 5% in lieu of benefits for that position.

ARTICLE 5 – UNION SECURITY

- 5.01 All 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 on the first working day.
- 5.02 During the term of this Agreement, the Employer agrees to deduct regular bi-weekly Union dues (including assessments or initiation fees) as certified by The Union to be currently in

effect according to the Constitution of the Union from the wages of each employee who has authorized such deduction from each pay day of each calendar month and to remit the amount so deducted to the Secretary-Treasurer of the Canadian Union of Public Employees.

The payment shall be accompanied by a list of names, gross earnings and dues deducted.

- 5.03 As a condition of their continued employment, all employees shall be required to execute and deliver to the Employer an authorization for deduction of their regular bi-weekly Union dues (including assessments or initiation fees) on the first working day.
- 5.04 The Union shall indemnify and save harmless the Employer with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.
- 5.05 The Employer agrees that when preparing the employee's Income Tax Form T-4, it will include thereon the amount of Union dues paid by the employee for that year.

ARTICLE 6 – UNION ACTIVITIES

- 6.01 The parties hereto agree that no employee shall in any manner be discriminated against, intimidated, harassed or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization
- 6.02 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

ARTICLE 7 – REPRESENTATION

- 7.01 The Employer will recognize four (4) Union Stewards selected from the following areas. One (1) Steward shall be designated as Chief Steward.
- A. Merritt Branch (One)
 - B. Dr. Huq Family Library Branch (One)
 - C. Central Library (Two)
- 7.02 The Employer will recognize a Negotiating Committee of not more than three (3) employees and the Union's National Representative for the purpose of re-negotiating this Collective Agreement.
- 7.03 The Union shall notify the Employer in writing of the names of the Stewards and the members of the Negotiating Committee as they are from time to time selected and the Employer shall not be required to recognize any such Steward or Committee member until it has been so notified.
- 7.04 A Steward or Committee member shall have successfully completed the probationary period.

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- 7.05 A Steward or Committee member shall not leave their regular duties in order to deal with any grievance or other Union business with the Employer without first obtaining the permission of their Department Head and the Department Head of any employee to whom they wish to speak. The permission of the Department Head shall not be unreasonably withheld.
- 7.06 The Union Negotiating Committee as provided for in this Article and the Union Grievance Committee as provided for in Article 10, Step 2, may have the assistance of the Union's National Representative at any meetings held with the Employer pursuant to the provisions of this Agreement.
- 7.07 The Employer agrees to acquaint a new employee in the bargaining unit with the fact that a Union Agreement is in effect and with the terms of the Union Security clause in the Agreement. Each new employee shall be given a copy of the Collective Agreement and shall be introduced to the Union President or to a Steward.
- 7.08 The Employer agrees that a Steward or Committee member will suffer no loss of basic pay as a result of regularly scheduled time lost in handling grievances or to meet with the Employer as provided for in this Article and in Article 10. The Employer reserves the right to discontinue payments to a Steward or Committee member under this provision should the privileges extended hereby, in the opinion of the Employer, be abused. In such event, the Employer will notify the Union prior to taking any such action.
- 7.09 The Employer will recognize a Labour-Management Co-operation Committee consisting of not more than three (3) employees, one of whom shall be a part time employee, for the purpose of meeting with not more than three (3) representatives of the Employer to maintain communications between the parties and to discuss matters of mutual concern. This Committee will meet quarterly at a mutually agreeable time. Union members of the Labour- Management Co-Operation Committee shall suffer no loss of pay or benefits for time spent in attending meetings of the Committee. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before the date scheduled for the meeting of this Committee. The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees at a Labour Management Co-Operation Committee meeting and the Employer shall have the right to the assistance of an outside resource person at such meeting as well. Neither party shall remove or change an agenda item submitted by the other party.
- 7.10 Joint Health and Safety Committee
The Employer will recognize a Joint Health and Safety Committee consisting of not more than two (2) employees from all bargaining units, for the purpose of meeting with not more than two (2) representatives of the Employer to discuss health and safety issues. This Committee will meet quarterly or earlier upon the agreement of the parties at a mutually agreeable time provided that there are items for the agenda. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before the date scheduled for the meeting of this Committee. One (1) hour preparation time without loss of pay will be allowed before Joint Health and Safety meetings with the employer.

ARTICLE 8 – NO DISCRIMINATION

- 8.01 There shall be no discrimination by the Employer, the Union or its members against any employee in accordance with the *Ontario Human Rights Code*.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

9.01 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 lock-out. The definition of the words 'strike' and 'lock-out' shall be those set forth in the *Labour Relations Act, R.S.O.1995* and amendments thereto.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 The purpose of this Agreement is to establish a procedure for the settlement of grievances.

10.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss their complaint with their Department Head. The Steward may be in attendance at the request of either the employee or the Department Head. Such a complaint shall be brought to the attention of the Department Head within five (5) working days of the incident giving rise to the complaint. The Department Head shall state their decision verbally within three (3) working days of receiving the complaint.

STEP 1

Should the employee be dissatisfied with the Department Head's disposition of the complaint, they may, with the assistance of their Steward, refer such matter on a written grievance form to their Department Head who shall answer the grievance in writing within five (5) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within five (5) working days of receipt of the reply of the Department Head to the complaint. The grievance shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employee.

STEP 2

If no settlement is reached at Step 1, the grievor, the Steward and the Chief Steward and representatives of management shall meet within five (5) working days, or a time mutually agreed upon, to discuss the grievance. The Union's Representative may be in attendance at this meeting. If the grievance is not settled within five (5) working days, it may be referred to arbitration as hereinafter provided.

10.03 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 12 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance under this sub-article unless the grievance involves a question of general application so that the regular grievance procedure shall not be by-passed.

10.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

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- 10.05 An employee who wishes to process a complaint or grievance shall follow the procedure laid down in this Agreement. Should such employee appeal directly to any member of the Library Board in respect of the complaint or grievance, they shall forfeit the right to pursue it under this Agreement.
- 10.06 The term “working days” for the purposes of the time limits provided for in Articles 10, 11, 12 and 13 shall mean Monday to Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., excluding the paid holidays provided for in Article 18.01(a).
- 10.07 The delivery of all grievances and grievance responses under this Article, Article 11.02 and/or Article 12.01, shall be done either electronically or hand delivered in person to the party identified, receipt of which will be acknowledged in writing.

ARTICLE 11 – DISCHARGE AND SUSPENSION CASES

- 11.01 An employee who is discharged shall be given a reasonable opportunity to interview their Steward before leaving the Employer’s premises. The Employer will provide to the Union a copy of any disciplinary notation given to any employee. The Union will be notified in writing of the discharge of any employee at the time the employee is notified.
- 11.02 An employee who is discharged or suspended may file a grievance at Step 2 of the Grievance Procedure within three (3) working days after such discharge or suspension.
- 11.03 Where a grievance which is filed under Article 11.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 12:
- (a) confirming the Employer’s action;
 - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 11.04 An employee who has acquired seniority shall be entitled to have access to their personnel file provided that they give at least twenty-four (24) hours’ notice to the Employer of their desire to do so. The employee shall be accompanied by a representative of the Employer. An employee will be provided with a copy of any document in their personnel file upon request.
- 11.05 Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twenty (20) months in which they have not received any further disciplinary warning or notation.
- 11.06 A Steward shall be present, unless the employee wishes otherwise, at any meeting between an employee and the Employer for the purpose of imposing formal disciplinary action. A copy of any formal disciplinary notation shall be provided to the employee and the Union and the employee will acknowledge receipt in writing.

ARTICLE 12 – ARBITRATION

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an arbitration board and shall be delivered to the other within thirty (30) calendar days of the reply under Step 2. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the arbitration board.
- 12.02 The two (2) appointees so selected shall, within fifteen (15) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 12.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.04 Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- 12.05 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 12.06 Upon agreement of the parties, a grievance may be submitted to a mutually agreeable sole arbitrator whose appointment and powers shall be consistent with the provisions of Articles 12.03 – 12.05 of this collective agreement.
- 12.07 Prior to selecting an arbitrator under Articles 12.01, 12.02 or 12.06 above, the parties may mutually agree to submit the grievance to mediation before a mutually agreeable Grievance Mediator whose fees and expenses shall be jointly shared by the parties. If a grievance submitted to mediation is not resolved by the Grievance Mediator the matter may be submitted to arbitration in accordance with the other provisions of Article 12.

ARTICLE 13 – SENIORITY

- 13.01 Seniority shall mean the employee's length of continuous service with the Employer. An employee shall accumulate seniority under any of the following conditions:
- (a) while they are at work for the Employer after they have completed their probationary period as set out in Article 13.02;
 - (b) during the first twenty-four (24) months of any period when they are prevented from performing their work for the Employer by reason of injury arising out of and in the

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- course of their employment for the Employer and for which they are receiving compensation under the provisions of the *Workers' Compensation Act*, subject to Article 13.05.
- (c) during the first twenty-four (24) months of any period of absence due to illness, subject to Article 13.05;
 - (d) during the first eighteen (18) months of any period of lay-off, subject to Article 13.05;
 - (e) during any period of authorized leave of absence with pay, subject to Article 13.05;
 - (f) casual or temporary employees who are subsequently hired on permanent staff (without a break in service) having completed the probationary period will have their seniority adjusted to include time worked on a casual or temporary basis;
 - (g) in the event that an employee is transferred out of the part-time bargaining unit to a position in the full-time bargaining unit or vice versa, they shall be credited their seniority in the bargaining unit from which they is transferred based on their hours of work in the predecessor bargaining unit compared to their hours of work in the bargaining unit to which they is transferred.
- 13.02 New employees shall serve a probationary period of ninety (90) days worked in a twelve (12) month period before acquiring seniority rights which shall then date back to their respective date of starting to work with the Employer. Probationary employees may be discharged without cause and without entitling the probationary employee to recourse to the Grievance and Arbitration Procedure. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. However, at the request of the Union, the Employer shall provide the reasons for the discharge of a probationary employee. The probationary period may be extended by mutual agreement between the parties in writing for good and sufficient reason for up to a maximum of thirty (30) days worked.
- 13.03 (a) Role of Seniority In Lay-offs
In the event of lay-off, the following procedure shall apply to lay-offs of more than five (5) working days:
- (i) An employee who is notified that they are to be laid off will notify the Employer, in writing, with a copy to the Union, identifying the position held by a less senior employee which the employee believes they are qualified to perform. Such notification to the Employer, with a copy to the Union, shall be delivered to the Employer not later than two (2) working days following the date on which the notice of lay-off is issued.
 - (ii) The right to bump as identified in paragraph (i) shall include the right to bump up.
 - (iii) The employee who is to be laid off must be qualified (as per the qualifications on the appropriate job description) to perform the work of the employee with less seniority holding the position into which they wish to bump.

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- (b) Recall Procedures
An employee shall be recalled in the order of their bargaining unit-wide seniority, providing that they are qualified for the work available.
 - (c) Advance Notice of Lay-off
Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) calendar 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.
- 13.04 Seniority lists will be supplied to the Union and posted on the bulletin board on June 30th and December 31st of each year of this Agreement. All employees who maintain seniority shall be listed regardless of whether they are at work or on leave.
- 13.05 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) If the employee voluntarily quits;
 - (b) If the employee is discharged for any cause and not reinstated through the Grievance Procedure;
 - (c) If the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
 - (d) If eighteen (18) months have elapsed from the day of lay-off;
 - (e) If the employee is absent from work for more than twenty-four (24) months due to illness or accident, unless extended by mutual agreement;
 - (f) If the employee is absent from work for more than three (3) scheduled working days without notifying the Employer, unless the employee has secured an extension from the Employer;
 - (g) If the employee utilizes a leave of absence for purposes other than those for which the leave of absence has been granted.
- 13.06 When recalling an employee after lay-off, they shall be notified by registered mail and/or email and allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or email is sent in accordance with this Article must contact their Department Head within forty-eight (48) hours of the notice of return to work if they wish the Employer to hold the job open for them for the full five (5) working day period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that they will be up to date at all times. This correspondence will also be sent to the Union as per Article 16 of the collective agreement.
- 13.07 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit the

time served in such position up to a maximum of two (2) years shall be included in their seniority standing.

13.08 The Union President shall be provided, by email, with a copy of all lay-offs, terminations, recalls, demotions, hiring and promotions on the same day that the affected employee is notified.

13.09 Grievance on Lay-offs and Recalls

Grievances concerning lay-offs and recalls may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 14 – JOB POSTING

14.01 Without restricting the Employer's right to transfer employees as hereinafter provided, when a new job classification is permanently created in the bargaining unit or additional employees are permanently required in an existing job classification in the bargaining unit, the Employer will post a notice of the vacancy for a period of five (5) working days in the Central Library and each Branch location and in an electronic format of the Employer's choice. The notice will specify the nature of the position, the qualifications, the rate of pay and the hours and days of work. An employee who wishes to be considered for the position so posted shall signify their desire by making formal application to the Director or their designate in accordance with the provisions of the posting. In the event the Employer decides to postpone the filling of a vacancy which arises as a result of a termination, the Employer will notify the Union and all applicants of the decision and the reasons therefore.

14.02 In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work and where these are relatively equal, in the judgment of the Employer, seniority shall govern. If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire or to transfer an existing employee to fill such vacancy. Any unsuccessful applicants will be informed of the reasons for not being selected, in writing, within five (5) working days of the selection of the successful applicant.

14.03 (a) The Employer shall post a vacancy occasioned by the placing of the successful applicant in the position originally posted, but any further vacancies need not be posted (a maximum of two (2) postings).

(b) Should the successful applicant be unsatisfactory within ninety (90) days worked they may apply to be or be required by the Employer to be returned to their former job. The vacancy may then be filled by the Employer without further posting, however, the Employer will consider amongst all those employees considered for such vacancy, the remaining original applicants.

14.04 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of their successful bid except in the case of a bid on a posted job in a higher paid job classification.

14.05 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or promotions, and temporary vacancies, shall not be deemed to be vacant for the purposes of this Article nor shall the upgrading of an existing position with

a single incumbent be deemed to create a vacancy. A job which is vacant due to the above reasons for a predetermined specified period in excess of sixty (60) working days shall be posted pursuant to the provisions of this Article however; any further vacancies occasioned by the placing of the successful applicant in the position posted need not be posted.

14.06 For postings for Pay Group 1, 2 or 3 jobs, the Employer agrees that internal applications shall be considered before those of external applicants.

14.07 The Union President shall be provided, by email, with a copy of all job postings.

14.08 A notice identifying the name of the successful job posting applicant shall be posted at least one (1) day prior to the employee starting in the position.

ARTICLE 15 – BULLETIN BOARDS

15.01 The Union shall have the use of an electronic bulletin board on the Library intranet for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer. Such notices must be approved by the Employer prior to their being posted. No formal approval is required for notices of regular and special meetings.

ARTICLE 16 – CORRESPONDENCE

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

To the Employer: Chief Executive Officer
St. Catharines Public Library Board
54 Church Street
St. Catharines, Ontario L2R 7K2

To the Union: To the Secretary of the Union and to the President of the Union
with a copy to the:

Union's National Representative
110A Hannover Drive, Suite 101
St. Catharines, Ontario L2W 1A4

ARTICLE 17 – LEAVE OF ABSENCE

17.01 The Employer may grant a leave of absence of up to three (3) months without pay to an employee for legitimate personal reasons. The employee must renew such a leave of absence prior to the end of each three (3) month period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.

17.02 (a) Employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority, provided the Employer is given reasonable notice. No more than two (2) employees may be absent at any one time and such leaves without pay shall not total more than twenty-five (25) working days for all three bargaining units in the calendar year.

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- (b) The Employer agrees to grant a leave of absence to the President of CUPE Local 2220 subject to the following conditions:
1. Such leave shall be for the purpose of participation in collective bargaining negotiations, grievance meetings and arbitration hearings between the Local Union and an employer with which the Local Union has bargaining rights. Such leave may be granted for grievance meetings and arbitration hearings having due regard to the efficient operation of the Employer's business.
 2. The President shall provide to the Employer as much advance notice as is possible of the date for such leave, but not less than fourteen (14) calendar days.
 3. The Union shall reimburse the Employer for the full cost of salary and fringe benefits for the period of such leave.
 4. The number of days of such leave taken in a calendar year shall not be limited and shall not count against the period provided for in Article 17.02 of the Collective Agreement.
 5. The leave shall not be for a period of less than one half (1/2) of a workday.
 6. In the event that the President wishes to cancel a leave after it has been requested, such cancellation will be permitted at the discretion of the Employer.
 7. All requests and responses pursuant to the above shall be in writing. The request shall specify the date and duration of the leave.
- 17.03 The Employer shall grant leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority to one (1) employee who is elected or selected for a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress for a period of not more than one (1) term which shall not exceed two (2) years. The employee shall be entitled to return to their former position at the expiration of the period, or to another position in accordance with the seniority provisions of this Agreement if their former position is not available. Application for such leave of absence must be made in writing not less than two (2) months in advance.
- 17.04 The Employer may in its discretion grant a leave of absence for a period not to exceed four (4) months without pay and without the other benefits provided by this Agreement, but without loss of seniority, to an employee for the purpose of continuing education.
- 17.05 All leaves of absence shall be requested in writing giving the purpose of the leave. All leaves of absence granted by the Employer shall be in writing with a copy to the Union and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 17.06 Except where the Collective Agreement provides a greater right or benefit all leaves shall be granted in accordance with the Ontario *Employment Standards Act, 2000*, as amended. A copy of the *Act* will be posted on the Employer's bulletin boards.

ARTICLE 18 – PAID HOLIDAYS

18.01 (a) The following will be recognized as paid holidays to be paid for at the regular rates:

New Year's Day Family Day Good Friday Victoria Day Canada Day	Civic Holiday Labour Day Thanksgiving Day Christmas Day Boxing Day
or days observed in lieu of any such holiday	

(b) Three additional designated holiday are to be set by the Employer. These holidays will be scheduled by mutual agreement between the employee and their Manager.

18.02 Payment for the above paid holidays shall be based upon the employee's regular straight time rate multiplied by the number of hours they would normally have worked on such day, in the case of an hourly rated employee, or the employee's regular day's pay in the case of a salaried employee.

18.03 When one of the said holidays falls on a Saturday, Sunday, or the employee's regular scheduled day off, the Employer shall have the choice of granting an alternative day off with pay, or an additional day's pay. An alternative day off with pay shall be taken at a time mutually agreed upon between the employee and their Department Head.

18.04 An employee will be paid for a holiday provided they,

(a) work their last full scheduled shift and their first full scheduled shift after such holiday, and work on such holiday if they are scheduled to work, unless they are excused by the Employer;

(b) is on the active payroll of the Employer and not on a leave of absence, workers' compensation or lay-off; and

(c) has completed sixty (60) days of work with the Employer.

18.05 If any of the above holidays falls or is observed during an employee's vacation, they shall be entitled to an extra day's pay at their regular straight time rate or to an extra day's vacation with pay, as the Employer elects.

18.06 An employee required to work on the day on which a holiday is observed shall be paid for all hours worked on the holiday at one and one-half (1½) times their regular straight time rate in addition to any holiday pay to which they may be entitled.

ARTICLE 19 – VACATIONS

19.01 An employee who has completed their probationary period shall receive annual vacation with pay in accordance with their length of seniority with the Employer as of January 1st in a year as follows:

(a) Librarian

An employee who has less than one (1) year's seniority with the Employer shall be entitled to ten and one-half (10 ½) working hours' vacation with pay for each completed month of service up to a maximum of one hundred and twenty-six (126) working hours' vacation with pay.

An employee who has more than one (1) year but less than ten (10) years of seniority with the Employer shall be entitled to one hundred and forty (140) working hours' vacation with pay in that year.

An employee who has more than ten (10) years of seniority with the Employer shall be entitled to one hundred and seventy-five (175) working hours' vacation with pay in that year.

(b) Library Technician, Clerical, Facilities, CSA

An employee who has less than one (1) year's seniority with the Employer shall be entitled to seven (7) except Facilities who shall be entitled to eight (8) working hours' vacation with pay for each completed month of service up to a maximum of seventy (70) or eighty (80) for Facilities working hours' vacation with pay.

An employee who has more than one (1) year but less than ten (10) years of seniority with the Employer shall be entitled to one hundred and five (105) except Facilities who shall be entitled to one hundred and twenty (120) working hours' vacation with pay in that year.

An employee who has more than ten (10) years of seniority with the Employer shall be entitled to one hundred and forty (140) except Facilities who shall be entitled to one hundred and sixty (160) working hours' vacation with pay in that year.

19.02 Vacation Scheduling

(a) The vacation period shall be from January 1st to December 31st.

(b) The Employer shall set vacation times and in doing so shall take into account the wishes of the employees in each Department on the basis of seniority insofar as they are considered consistent with the efficient functioning of the Department. For the period commencing January 1 through June 30 of the following year, lists calling for vacation requirements shall be posted by October 1, for a period of two (2) weeks ending at 11:59 pm on October 15, and a complete vacation schedule for this period shall be posted by October 31. For the period commencing July 1 through December 31 of the current year, lists calling for vacation requirements shall be posted by April

1 for a period of two (2) weeks ending at 11:59 pm on April 15, and a complete vacation schedule shall be posted by April 30. Any vacation request submitted after the deadline of either October 15 or April 15 shall be taken into consideration but by no means shall it affect those posted by October 31 or April 30. The Employer shall respond to requests received after either October 15 or April 15 within thirty (30) days of their submission. Approval of Christmas and March Break requests will be based on a rotating basis when the efficient functioning of the Department does not allow the approval of all requests.

- (c) Newly hired employees shall not take vacation during their probationary period. An existing page or part-time employee who is the successful applicant for a vacancy in the full time bargaining unit shall not be able to take vacation within the time frame identified under article 14.03(b) of the Full-Time Collective Agreement.
- 19.03 An employee who is entitled to five (5) weeks' vacation may be required to take their vacation in two (2) periods.
- 19.04 An employee whose employment is terminated during the year or who is not actively at work for some portion of the year due to lay-off or leave of absence without pay shall receive vacation with pay on a pro rata basis of the time worked during the year to the entire year.
- 19.05 In the event that an employee becomes entitled to additional vacation through seniority during the vacation year, such vacation must be taken after the employee's anniversary date of hire and within six (6) months of that date and such additional entitlement shall be on a pro rata basis of the number of months in the year after the anniversary date to the entire year.
- 19.06 The word "year" as used in this Article (except in reference to seniority) means the period commencing on the 1st day of January and ending on the 31st day of December next following.
- 19.07 (a) An employee who is incapacitated by illness, injury, or Act of God while on vacation may have their lost vacation reinstated and such lost time charged against their sick leave credits. The employee must provide medical evidence acceptable to the Employer to substantiate any such request.
- (b) In the event of a death subject to Article 21.01 an employee may have their lost vacation reinstated and such lost time charged against their bereavement pay.
- 19.08 An employee who terminates their employment without notice will be paid vacation pay in accordance with the Employment Standards Act.
- 19.09 The Employer agrees to permit employees to bank up to five (5) days of vacation already earned to be used in the following vacation year.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

- 20.01 The following provisions define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 20.02 The normal hours of work shall be as follows:
- (a) Administration Staff
35 hours per week Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m.
 - (b) Facilities Staff
40 hours per week worked in five (5) days. Evening shifts may be scheduled as required.
 - (c) Library Service Unit
70 hours bi-weekly, worked in not more than five (5) days per week Monday through Saturday. Work schedules may require two evenings of work per week and work on alternate Saturdays.
- 20.03 The hours of work and days of work shall be posted electronically in ADP. Requests for shift changes or switches to the work schedule by the employee must be submitted electronically in ADP and are subject to the discretion of the manager. All schedules will be posted at least two (2) weeks in advance.
- 20.04 All overtime must be approved by the Department Head.
- 20.05 All authorized time worked outside of the normal work day or work week shall be considered as overtime and shall be compensated, in the discretion of the Employer, with pay or time off at the rate of time and one-half (1½). Time off in lieu of overtime pay shall be taken at a time mutually agreed upon between the employee and their Department Head.
- 20.06 Employees shall receive a fifteen-(15) minute rest period during each half shift to be taken at the discretion of the Department Head.
- 20.07 All lieu time pursuant to Articles 18.03 and 20.05 must be taken within six (6) months from the time it is earned. In the event that the time off cannot be scheduled by mutual agreement within thirty (30) calendar days of the time it is earned, the Employer shall schedule such time off in its discretion within the six-(6) month period.
- 20.08 Full-time employees may volunteer for Sunday work and time and one half (1½) shall be paid for such work. In July of each year, the employer will solicit volunteers for Sunday work period. On or before July 31st, employees will identify those Sundays for which they are available and volunteering. By the end of the second week of August, the employer will post the Sunday schedule for the period during which the library anticipates it will be open Sundays.
- 20.09 If an employee requests to restrict or change their availability with respect to hours of work for a period of at least eight (8) weeks, the Employer will provide the Union with a copy of

the request and the Employer's response within one (1) week of receipt of the request. Any such request shall be made in writing.

- 20.10 A pregnant employee shall not be required to regularly work directly with a V.D.T. for a substantial portion of the work day against their will and such an employee may elect to take alternative work which shall be offered by the Library if such work is available or the employee may elect to take an unpaid leave of absence as provided for in Article 17. This is not to imply any bumping rights.

ARTICLE 21 – BEREAVEMENT LEAVE

- 21.01 (a) The Employer shall pay an employee up to five (5) days' pay at the employee's regular straight time rate for all regular time lost in the event of the death of the employee's spouse, common-law spouse, child, ward, parent, guardian, foster-parent, sister or brother; and up to four (4) days' pay at the employee's regular straight time rate for all regular time lost in the event of the death of the employee's parent-in-law; and up to three (3) days' pay at the employee's regular straight time rate for all regular time lost in the event of the death of the employee's grandparent, grandchild, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, first cousin, sister-in-law, or brother-in-law.
- (b) An employee who is unable by reason of time and/or distance to attend the funeral or the equivalent commemorative service shall be allowed one (1) days leave of absence with pay in lieu of the day of the funeral or the equivalent commemorative service.
- (c) If the employee requires additional time off, they may request from their supervisor vacation or lieu time, if either is available, or leave without pay.
- 21.02 Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral or the equivalent commemorative service. In order to qualify the employee:
- (a) may be required to provide satisfactory proof of death, and
- (b) must be on the active payroll of the Employer and not on sick leave, WSIB, lay-off or a leave of absence unless the leave has been granted to care for an ill spouse, common law spouse, child, ward, parent, guardian, foster parent, sister, brother or parent-in-law and the bereavement leave being sought is in connection with the death of the person being cared for.
- 21.03 The three (3) and four (4) day leave provided herein shall be five (5) days where the deceased resided with the employee.
- 21.04 Where the rites are to take place outside the initial period of bereavement, the employee may save up to two (2) days received under this Article to attend the service.

ARTICLE 22 – SICK LEAVE PLAN

Short-Term Disability

- 22.01 (a) Each regular employee will be paid their full pay during the first three (3) weeks of absence due to illness or accident. Employees will be paid for an additional week and a half (1½) for each year of service to a maximum of seventeen (17) weeks at one hundred (100%) percent of their regular pay. Employees absent in excess of the period for which they are entitled to receive one hundred (100%) percent of their regular pay will receive seventy-five (75%) percent for that period until seventeen (17) weeks are completed, and deductions for CPP, UIC and OMERS will continue during this seventeen (17) week short-term disability period.
- (b) During the short-term period of disability, periods of disability separated by less than two (2) weeks of active employment will be considered the same period of disability unless disability is due to unrelated causes. During the short-term disability period, the employee's benefit plans will be continued.
- (c) Short-term disability will be paid out at the employee's standard daily wage as of the first (1st) day of absence.
- (d) There will be no deduction in pay for the first (1st) hour for an employee to attend a medical or dental appointment.
- 22.02 A regular employee after sixty (60) days worked or ninety (90) calendar days, whichever comes first, who gives proof satisfactory to the Employer of disabling illness or non-compensable accident shall be paid in accordance with Articles 22.01 and 22.06.
- 22.03 The Employer will register the Plan with the Unemployment Insurance Commission and the savings will be utilized to offset the additional cost of implementing the Income Protection Plan.
- 22.04 In order to qualify for sick leave credit, the employee shall be actively at work, on paid vacation or on paid sick leave.
- 22.05 An employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer or be required to undergo a medical examination by the physician of the Employer if the Employer deems it necessary. A doctor's certificate will be required in all cases of absence in excess of five (5) consecutive working days. An employee required by the Employer to provide a medical certificate will be reimbursed for the costs of such certificate up to a maximum of \$20.00, provided a receipt from the Physician accompanies such certificate.
- (a) An employee must notify Administration between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday and, at any other time, the Central Library Switchboard, at least one (1) hour in advance of their scheduled starting time, of absence due to illness, on a daily basis, unless hospitalized or on previously authorized sick leave.
- (b) Where an employee has been absent and provides medical documentation indicating that their return to work is subject to restrictions/limitations and the Employer seeks clarification of the documentation or additional information, the Employer will

reimburse the employee for the cost of the documentation associated with the clarification or additional information.

Long-Term Disability

- 22.06 (a) Continued disability beyond seventeen (17) weeks will be deemed to be long-term disability. Pay will continue to be maintained at seventy-five (75%) percent, either through the Long Term Disability Insurance Plan or by the Employer. Payments for weeks seventeen (17) to twenty-six (26) inclusive will be the responsibility of the Employer while payments for weeks twenty-seven (27) and on will be the sole responsibility of the Disability Insurance Plan; and individuals must meet the qualifying conditions of the Plan. On commencement of long-term disability, CPP and UIC deductions will be suspended and the employee will apply for CPP long-term disability benefits. Similarly, the employee will file for disability claim under OMERS, either for waiver of premium or disability pension benefits. Any long-term disability benefits will be reduced by disability benefit payments received under CPP, OMERS, or from Workers' Compensation, so that total benefits do not exceed seventy-five (75%) per cent of regular pay. During the long-term disability period, insurance plans as outlined in Article 25.01 will be continued on behalf of the employee by the Employer. Long-term disability income benefits will not exceed beyond age sixty-five (65).
- (b) Long Term Disability Insurance Plan, when in effect, will provide seventy-five (75%) percent of income, based on own occupation for a minimum period of two (2) years.
- (c) Employees on LTD for twenty-four (24) months or greater will have their seniority date frozen at the end of the twenty-four (24) month period.
- (d) Long Term Disability will be paid out at the employee's standard daily wage.
- 22.07 For the purposes of this Article:
- (a) "non-compensable accident" shall be deemed to mean:
- (i) an accident suffered on the job for which compensation in lieu of wages is not received from The Workplace Safety & Insurance Board, including disallowance because of the Board's requirements for a minimum period of disability; and
- (ii) an accident suffered other than while at work.
- (b) "standard daily wage" shall be the employee's bi-weekly rate of pay, divided by the number of their normally scheduled working days in the pay period.
- 22.08 The Employer will provide the employee and the Union with a copy of WSIB Form 7 and any notice of appeal by the Employer at the time of filing such.

ARTICLE 23 – RETIREMENT AND PENSIONS

- 23.01 Each employee in the bargaining unit shall, as a condition of employment, join the Ontario Municipal Employees Retirement System Plan (OMERS).

ARTICLE 24 – JURY DUTY

- 24.01 An employee who is selected for service as a juror, or who is subpoenaed to appear in Court as a witness, will be compensated for loss of pay from their regularly scheduled hours due to such service. Such compensation will be based on their regular scheduled hours or their regular straight time rate.
- 24.02 In order for an employee to qualify for payment under Article 24.01, they must:
- (a) inform their Department Head within twenty-four (24) hours of their selection for service;
 - (b) absent themselves from work only to such reasonable extent as shall allow them to carry out such duty;
 - (c) pay over to the Employer the full amount of their jury duty or witness fee, excluding meal and mileage allowance.

ARTICLE 25 – EMPLOYEE BENEFITS

- 25.01 The Employer will pay on behalf of each employee under the age of 65 who is not on lay-off or leave of absence without pay:
- (a) 100% of the premium cost of Extended Health Care Group Plan including ward hospital coverage and a dispensing fee cap of seven dollars (\$7.00) per prescription;
 - (b) 100% of the premium cost of the Long Term Disability Plan (upon completion of three (3) months of continuous service with the Employer);
 - (c) Effective in the month following the date of ratification, one hundred percent (100%) of the premium cost of a Dental Plan, with a one-year lag in the O.D.A. schedule of fees for a general practitioner.
 - (d) Prescription Eyewear - \$300 per person every twenty-four (24) months for prescription eyewear or corrective eye surgery.
 - (e) Eye Examinations – Maximum of \$85 every twenty-four (24) months.
- 25.02 The Employer shall have the right to select the carrier of its choice in respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained. The Employer shall hold an information meeting with the Union Executive prior to announcing a change in the carrier.

ARTICLE 26 – WAGES AND SALARIES

- 26.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule 'A' attached hereto and forming part of this Agreement.

All new employees shall be hired at the base rate of pay unless the Employer and the Union otherwise mutually agree.

Progression through the grid shall be based on working 1820 hours in the job or 2080 hours in the job in the case of Facilities as being equivalent to a year.

January 1, 2022 - 3% increase to all classifications
January 1, 2023 - 3% increase to all classifications
January 1, 2024 - 3% increase to all classifications

The parties agree that the above-noted percentage increases maintain pay equity under the provisions of the pay equity plan between the parties and under the provisions of all applicable pay equity legislation as such legislation existed on the date of ratification of the Collective Agreement.

ARTICLE 27 – GENERAL

- 27.01 Except with the prior approval of the Union, the Employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement.
- 27.02 The Employer shall contribute \$200.00 every two (2) years towards the cost of C.S.A. approved safety boots for facilities employees.
- 27.03 The Employer shall reimburse any employee for authorized expenses incurred in the performance of their duties. Authorization must be obtained in advance from the Department Head.
- 27.04 On June 30th and December 31st of each year of this Agreement, the Employer shall supply the Union with a list containing the following information for each employee in the bargaining unit:
- Name
 - Classification
 - Most recent address on file
 - Most recent telephone number on file
 - Employment Status (e.g. full-time, part-time, page, temporary, seasonal, casual)
 - The names of any employees who are on a leave of absence
 - Most recent personal email address on file
- 27.05 The Employer will maintain its current practice of providing the Union with space to maintain a locked cabinet in the Central Library.
- 27.06 Electronic monitoring shall not be used as the primary method in evaluating the work performance of an employee. The Employer may use electronic monitoring during an investigation.
- 27.07 An employee who will be absent must notify managers by emailing all.managers@myscpl.ca or calling ext. 711 and then pressing 0 to leave a message. Employees will provide their name, reason for absence, work location of the shift for which the employee will be absent, hours of the shift for which the employee will be absent, and anticipated date of return (if known), at least one (1) hour in advance of their scheduled starting time.

Reasons may include but not limited to:

Emergencies, Illness, Bereavement.

ARTICLE 28 – SHIFT PREMIUM

28.01 Effective January 1, 2005, a facilities employee on a shift the majority of the hours of which occur between 6:00 p.m. and 7:00 a.m. shall receive a shift premium of \$0.60 per hour, for each hour worked between 6:00 p.m. and 7:00 a.m. No overtime or other premium shall be calculated or pyramided on the shift premium.

ARTICLE 29 – CONTRACTING OUT

29.01 Contracting out is defined as the carrying out of work by a firm or a private contractor which work was formerly done by the regular Library staff in the bargaining unit and shall not include any situation where qualified regular employees are not available to perform the work in question. It is recognized that certain services are presently contracted out by the Board and that this practice shall continue without reference to the following procedure.

29.02 If the Board intends to contract out any service which will directly result in the reduction of the number of regular employees in the bargaining unit of the Board, the following shall occur:

- (a) The Board shall notify the Union thirty (30) days in advance of the date it expects to consider a proposal to contract out the services.
- (b) The Union may agree with the proposal or present an alternative to management within ten (10) days of notification. Information concerning the contracting out will be made available to the Union at this time.
- (c) Failing agreement, the management will present the Union's proposal to a Committee of the Board along with the management proposal.
- (d) The decision of the Board shall be final and binding and there shall be no recourse to any Grievance or Arbitration Procedures.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30.01 The Employer may make adjustments in the number and assignment of its employees as a result of technological changes and make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major changes may have upon employees and the concern of the parties regarding employees who may be affected, the following will apply:

- (a) The Employer undertakes to advise the Union three (3) months in advance of any such changes which the Employer has decided to introduce which will result in substantial and immediate changes in the employment status of employees.
- (b) The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:

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- (i) the nature of the change;
 - (ii) the approximate date on which the Employer proposes to effect the change;
 - (iii) the approximate number, type and location of employees likely to be affected;
 - (iv) the effects the change may be expected to have on the employees' working conditions and terms of employment.
- (c) The Employer agrees to discuss with the Union the effect of such changes on the employment status of such employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures, as early retirement, severance, retraining and transfers to other existing jobs will be considered.

30.02 In the event the Employer should introduce significant technological changes requiring new or greater skills than are possessed by present employees, such employees shall, at the expense of the Employer, be given a period of time not to exceed six (6) months to perfect or acquire the skills required by the new method of operations. To be eligible for the foregoing an employee shall be an employee who has completed one (1) year of seniority or more. There shall be no reduction in salary rates or wages during the six (6) month period and no reduction of pay upon completion of the six (6) month period. Upon completion of the six (6) month period if the employee has not been able to acquire the skills necessitated by the change they may exercise their seniority in accordance with the terms of the Collective Agreement.

ARTICLE 31 – PAY EQUITY

31.01 The Union and the Employer acknowledge their respective responsibilities under the Pay Equity Legislation and to that end have entered into certain agreements to comply with the implementation and maintenance obligations under that legislation.

ARTICLE 32 – TERM OF AGREEMENT

32.01 This Agreement shall commence on January 1, 2022, and end on December 31, 2024 and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

The Agreement is retroactive for wages only and only for employees on the active payroll of the Employer as of the date of ratification and those employees who retired between January 1, 2019 and the date of ratification.

IN WITNESS WHEREOF the parties have executed this Agreement on the 13th day of December
2023.

For the Employer

Ken Su
Ken Su (Dec 13, 2023 13:30 EST)

Lisa DiDonato
Lisa DiDonato (Dec 13, 2023 13:51 EST)

Linda Dobson
Linda Dobson (Dec 14, 2023 12:22 EST)

For the Union

B. Gules

Diana Smith
Diana Smith (Dec 14, 2023 13:49 EST)

Keely Robinson
Keely Robinson (Dec 13, 2023 20:03 EST)

Kostyn Petrunick
Kostyn Petrunick (Dec 14, 2023 10:37 EST)

SCHEDULE "A" - SALARY SCHEDULE - FULL-TIME - JANUARY, 2022

ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220						
JANUARY 2022 - +3.00%						
	PAY	2022	2022	2022	2022	2022
POINTS	GROUP	Base	Level 1	Level 2	Level 3	Level 4
< 799	1	16.007	16.643	17.279	17.914	
800 - 899	2	17.658	18.392	19.090	19.810	20.519
900 - 999	3	19.845	20.667	21.510	22.329	23.160
1000 - 1049	4	21.068	21.950	22.831	23.735	24.617
1050 - 1099	5	22.292	23.233	24.188	25.129	26.084
1100 - 1149	6	23.491	24.517	25.521	26.523	27.538
1150 - 1199	7	24.725	25.789	26.853	27.929	28.993
1200 - 1249	8	25.937	27.075	28.199	29.335	30.448
1250 - 1299	9	27.133	28.345	29.543	30.718	31.928
1300 - 1349	10	28.847	30.131	31.402	32.698	33.970
1350 - 1399	11	30.559	31.928	33.272	34.643	36.011
1400 - 1449	12	32.258	33.713	35.157	36.599	38.054
1450 - 1499	13	33.970	35.486	37.028	38.568	40.097
> 1500	14	35.682	37.297	38.899	40.512	42.139

SCHEDULE "A" - SALARY SCHEDULE - FULL-TIME - JANUARY, 2023

ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220						
JANUARY 2023 - +3.00%						
POINTS	PAY GROUP	2023 Base	2023 Level 1	2023 Level 2	2023 Level 3	2023 Level 4
< 799	1	16.487	17.142	17.797	18.452	
800 - 899	2	18.187	18.944	19.663	20.405	21.135
900 - 999	3	20.441	21.287	22.155	22.999	23.855
1000 - 1049	4	21.700	22.608	23.516	24.447	25.355
1050 - 1099	5	22.961	23.930	24.913	25.883	26.866
1100 - 1149	6	24.195	25.252	26.287	27.319	28.364
1150 - 1199	7	25.467	26.563	27.658	28.766	29.863
1200 - 1249	8	26.715	27.887	29.045	30.215	31.362
1250 - 1299	9	27.947	29.195	30.429	31.640	32.885
1300 - 1349	10	29.713	31.034	32.345	33.679	34.989
1350 - 1399	11	31.475	32.885	34.270	35.682	37.091
1400 - 1449	12	33.226	34.725	36.212	37.697	39.196
1450 - 1499	13	34.989	36.550	38.139	39.725	41.300
> 1500	14	36.753	38.416	40.066	41.728	43.403

SCHEDULE "A" - SALARY SCHEDULE - FULL-TIME - JANUARY, 2024

ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220						
JANUARY 2024 - +3.00%						
POINTS	PAY GROUP	2024 Base	2024 Level 1	2024 Level 2	2024 Level 3	2024 Level 4
< 799	1	16.982	17.656	18.331	19.005	
800 - 899	2	18.733	19.512	20.253	21.017	21.769
900 - 999	3	21.054	21.926	22.820	23.689	24.571
1000 - 1049	4	22.351	23.287	24.221	25.181	26.116
1050 - 1099	5	23.650	24.648	25.661	26.660	27.672
1100 - 1149	6	24.921	26.010	27.075	28.138	29.215
1150 - 1199	7	26.231	27.360	28.488	29.629	30.759
1200 - 1249	8	27.517	28.724	29.916	31.121	32.303
1250 - 1299	9	28.786	30.071	31.342	32.589	33.872
1300 - 1349	10	30.604	31.965	33.315	34.690	36.039
1350 - 1399	11	32.420	33.872	35.298	36.753	38.204
1400 - 1449	12	34.223	35.767	37.298	38.828	40.372
1450 - 1499	13	36.039	37.647	39.283	40.917	42.538
> 1500	14	37.855	39.568	41.268	42.980	44.705

SCHEDULE "A" - SALARY SCHEDULE - FULL-TIME - JULY, 2024						
ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220						
JULY 1, 2024 - New Grid						
	PAY	2024	2024	2024	2024	2024
POINTS	GROUP	Base	Level 1	Level 2	Level 3	Level 4
< 233	1	16.550	17.210	17.900	18.620	
233 - 272	2	18.690	19.440	20.220	21.030	21.870
273 - 312	3	21.970	22.850	23.760	24.710	25.700
313 - 352	4	25.820	26.850	27.920	29.040	30.200
353 - 392	5	31.660	32.930	34.250	35.620	37.040
393 - 432	6	35.640	37.060	38.550	40.090	41.690
433 - 472	7	41.370	43.030	44.750	46.540	48.400

Schedule "A" – Cont'd

Salaries shall be paid bi-weekly in accordance with the above schedule. Annual increments are based on merit and shall be considered annually on the employee's anniversary date of hire by the Employer until the employee reaches the maximum salary for the employee's category. Increments must be recommended by the Department Head in writing and approved by the Director, and are not automatic. In the event of an employee's anticipated increment not being forthcoming due to the failure of such recommendation, this may be the subject of a grievance and processed in accordance with the provision of this Agreement. In the first (1st) year of an employee's employment the Employer may grant the employee one-half (1/2) of the first annual increment upon the successful completion of their probationary period. The anniversary date of an employee changes to date of promotion to another position. Salary adjustment is made for an employee on date of promotion. The original anniversary date is held in the case of a transfer, which does not result in a change of salary.

PAY BAND POSITIONS	
Band 1	Job Title
	Shelver
Band 2	Job Title
	Part-time Customer Service Clerk
	Full-time Customer Service Clerk
Band 3	Job Title
	Part-time Facilities
Band 4	Job Title
	Account & Reception
	Full-time Facilities
	Acquisitions Technician
	Part-time Customer Service Asst Prog
	Part-time Customer Service Assistant
	I.T, Help Technician
	ILS Technician
	Full-time Customer Service Assistant
Band 5	Job Title
	Digitization Technician
	Customer Service Technician
	Communications Specialist
Band 6	Job Title
	Web & System Administrator
	Part-time Branch Librarian
	Librarian
Band 7	Job Title
	Full-time Branch Librarian
	Training Librarian
	Programming Librarian
	Collections Librarian

LETTERS OF INTENT

1. It is understood and agreed that for the purposes of lay-off and recall, the three bargaining units shall remain separate, and seniority shall not be transportable from one unit to another.
2. The Employer will continue its current practice with respect to the payment of one hundred percent (100%) of the insurance premiums for medical and dental coverage and a \$5,000.00 Life Insurance policy until age 65 for employees who retire under the OMERS Pension Plan 90 Factor or with an unreduced OMERS pension.

LETTER OF UNDERSTANDING

For the term of the Collective Agreement which expires on December 31, 2021, the Employer shall pay one-hundred percent (100%) of the premium cost of the existing benefit plan(s), except LTD, for employees who continue working beyond the age of 65 and less than the age of 70.

THIS AGREEMENT made and entered into this 12th day of September 2023.

BETWEEN:

THE ST. CATHARINES PUBLIC LIBRARY BOARD
(hereinafter referred to as “the Employer”)

of the FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2220
(hereinafter referred to as “the Union”)

of the SECOND PART

PART-TIME AGREEMENT

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 This agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 17th day of December, 1981, that is, all employees of The St. Catharines Public Library Board at all branches of the Library in the City of St. Catharines regularly employed for not more than forty-eight (48) hours per two (2) week pay period and students employed during the school vacation period, save and except the Director, Manager Public Services and Manager Acquisitions and Technical Services, Business Administrator, Assistant to the Business Administrator, Department Heads including Building Superintendent, persons above the rank of Department Head, Secretary to the Director, Confidential Secretary to the Manager Public Services, Confidential Secretary, Manager IT and Networks, Pages and persons covered by the Full-Time and Page Agreements.

2.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the bargaining unit defined above.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency, discipline or discharge employees for just cause subject to Article 13.02;

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- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees; select employees for positions excluded from the bargaining unit;
 - (c) generally manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the standards of performance for employees, hours of work, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.
- 3.03 The Union recognizes and acknowledges that the Employer has the right to make and alter from time to time rules and regulations, policies and practices to be observed by its employees. When rules and regulations are instituted or altered, the Employer shall give prior notice to the Union.
- 3.04 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.

ARTICLE 4 – TEMPORARY EMPLOYEES

- 4.01 The Employer may hire personnel on a temporary or casual basis for special projects, for participation in training programs, during periods of heavy work load or in case of emergency for a period of not more than one hundred and twenty (120) calendar days or such greater period as may be agreed to by the parties and such personnel shall not thereby become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay and any provision contained herein for the payment of Union dues.
- 4.02 The Employer may hire temporary or casual personnel pursuant to the provisions of Article 4.01 to replace permanent employees absent due to illness, accident, vacation, leave of absence or for any other reason and without being restricted to the one hundred and twenty (120) calendar day period, subject to the provisions of Article 14.05.
- 4.03 Should the Employer hire or transfer a current part-time Employee into a full-time temporary position to replace a permanent employee absent due to illness, accident, vacation, leave of absence, pregnancy and/or parental leave or any other reason, the Employee will be paid the full-time hourly rate plus 5% in lieu of benefits for that position.

ARTICLE 5 – UNION SECURITY

- 5.01 All 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 on the first working day.
- 5.02 During the term of this Agreement, the Employer agrees to deduct regular bi-weekly Union dues (including assessments or initiation fees) as certified by The Union to be currently in

effect according to the Constitution of the Union from the wages of each employee who has authorized such deduction from each pay day of each calendar month and to remit the amount so deducted to the Secretary-Treasurer of the Canadian Union of Public Employees.

- 5.03 The payment shall be accompanied by a list of names, gross earnings and dues deducted. As a condition of their continued employment, all employees shall be required to execute and deliver to the Employer an authorization for deduction of their regular bi-weekly Union dues (including assessments or initiation fees) on the first working day.
- 5.04 The Union shall indemnify and save harmless the Employer with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.
- 5.05 The Employer agrees that when preparing the employee's Income Tax Form T-4, it will include thereon the amount of Union dues paid by the employee for that year.

ARTICLE 6 – UNION ACTIVITIES

- 6.01 The parties hereto agree that no employee shall in any manner be discriminated against, intimidated, harassed or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 6.02 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

ARTICLE 7 – REPRESENTATION

- 7.01 The members of this bargaining unit will be represented by the appropriate union steward appointed pursuant to the provisions of the Collective Agreement covering the full-time bargaining unit.
- 7.02 The Employer will recognize one employee from this bargaining unit as an additional member of the Negotiating Committee appointed pursuant to the provisions of the Collective Agreement covering the full-time bargaining unit.
- 7.03 The Union shall notify the Employer in writing of the names of the Stewards and the members of the Negotiating Committee as they are from time to time selected and the Employer shall not be required to recognize any such Steward or Committee member until it has been so notified.
- 7.04 A Steward or Committee member shall have successfully completed the probationary period.
- 7.05 A Steward or Committee member shall not leave their regular duties in order to deal with any grievance or other Union business with the Employer without first obtaining the permission of their Department Head and the Department Head of any employee to whom they wish to speak. The permission of the Department Head shall not be unreasonably withheld.

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- 7.06 The Union Negotiating Committee as provided for in this Article and the Union Grievance Committee as provided for in Article 10, Step 2, may have the assistance of the Union's National Representative at any meetings held with the Employer pursuant to the provisions of this Agreement.
- 7.07 The Employer agrees to acquaint a new employee in the bargaining unit with the fact that a Union Agreement is in effect and with the terms of the Union Security clause in the Agreement. Each new employee shall be given a copy of the Collective Agreement and shall be introduced to the Union President or to a Steward.
- 7.08 The Employer agrees that a Steward or Committee member will suffer no loss of basic pay as a result of regularly scheduled time lost in handling grievances or to meet with the Employer as provided for in this Article and in Article 10. The Employer reserves the right to discontinue payments to a Steward or Committee member under this provision should the privileges extended hereby, in the opinion of the Employer, be abused. In such event, the Employer will notify the Union prior to taking any such action.
- 7.09 The Employer will recognize a Labour-Management Co-operation Committee consisting of not more than three (3) employees, one of whom shall be a part time employee, for the purpose of meeting with not more than three (3) representatives of the Employer to maintain communications between the parties and to discuss matters of mutual concern. This Committee will meet quarterly at a mutually agreeable time. Union members of the Labour- Management Co-Operation Committee shall suffer no loss of pay or benefits for time spent in attending meetings of the Committee. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before the date scheduled for the meeting of this Committee. The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees at a Labour Management Co-Operation Committee meeting and the Employer shall have the right to the assistance of an outside resource person at such meeting as well. Neither party shall remove or change an agenda item submitted by the other party.
- 7.10 Joint Health and Safety Committee
The Employer will recognize a Joint Health and Safety Committee consisting of not more than two (2) employees from all bargaining units, for the purpose of meeting with not more than two (2) representatives of the Employer to discuss health and safety issues. This Committee will meet quarterly or earlier upon the agreement of the parties at a mutually agreeable time provided that there are items for the agenda. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before the date scheduled for the meeting of this Committee. One (1) hour preparation time without loss of pay will be allowed before Joint Health and Safety meetings with the employer.

ARTICLE 8 – NO DISCRIMINATION

- 8.01 There shall be no discrimination by the Employer, the Union or its members against any employee in accordance with the *Ontario Human Rights Code*.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

- 9.01 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 lock-out. The definition of the words “strike” and “lock-out” shall be those set forth in the *Labour Relations Act, R.S.O.1995* and amendments thereto.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 The purpose of this Agreement is to establish a procedure for the settlement of grievances.

10.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss their complaint with their Department Head. The Steward may be in attendance at the request of either the employee or the Department Head. Such a complaint shall be brought to the attention of the Department Head within five (5) working days of the incident giving rise to the complaint. The Department Head shall state their decision verbally within three (3) working days of receiving the complaint.

Step 1

Should the employee be dissatisfied with the Department Head's disposition of the complaint, they may, with the assistance of their Steward, refer such matter on a written grievance form to their Department Head who shall answer the grievance in writing within five (5) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within five (5) working days of receipt of the reply of the Department Head to the complaint. The grievance shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employee.

Step 2

If no settlement is reached at Step 1, the grievor, the Steward and the Chief Steward and representatives of management shall meet within five (5) working days, or a time mutually agreed upon, to discuss the grievance. The Union's Representative may be in attendance at this meeting. If the grievance is not settled within five (5) working days, it may be referred to arbitration as hereinafter provided.

10.03 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 12 by either the Union, in the case of a Union grievance, or the Employer, in the case of an Employer grievance. The Union may not institute a grievance under this sub-article unless the grievance involves a question of general application so that the regular grievance procedure shall not be by-passed.

10.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

10.05 An employee who wishes to process a complaint or grievance shall follow the procedure laid down in this Agreement. Should such employee appeal directly to any member of the Library Board in respect of the complaint or grievance, they shall forfeit the right to pursue it under this Agreement.

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- 10.06 The term “working day” for the purposes of the time limits provided for in Articles 10, 11, 12 and 13 shall mean Monday to Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., excluding the paid holidays provided for in Article 18.01(a) of the Full-Time Agreement.
- 10.07 The delivery of all grievances and grievance responses under this Article, Article 11.02 and/or Article 12.01, shall be done either electronically or hand delivered in person to the party identified, receipt of which will be acknowledged in writing.

ARTICLE 11 – DISCHARGE AND SUSPENSION CASES

- 11.01 An employee who is discharged shall be given a reasonable opportunity to interview their Steward before leaving the Employer’s premises. The Employer will provide to the Union a copy of any disciplinary notation given to any employee. The Union will be notified in writing of the discharge of any employee at the time the employee is notified.
- 11.02 An employee who is discharged or suspended may file a grievance at Step 2 of the Grievance Procedure within three (3) working days after such discharge or suspension.
- 11.03 Where a grievance which is filed under Article 11.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 12:
- (a) confirming the Employer’s action;
 - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 11.04 An employee who has acquired seniority shall be entitled to have access to their personnel file provided that they give at least twenty-four (24) hours’ notice to the Employer of their desire to do so. The employee shall be accompanied by a representative of the Employer. An employee will be provided with a copy of any document in their personnel file upon request.
- 11.05 Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twenty (20) months in which they have not received any further disciplinary warning or notation.
- 11.06 A Steward shall be present, unless the employee wishes otherwise, at any meeting between an employee and the Employer for the purpose of imposing formal disciplinary action. A copy of any formal disciplinary notation shall be provided to the employee and the Union, and the employee will acknowledge receipt in writing.

ARTICLE 12 – ARBITRATION

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement,

notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an arbitration board and shall be delivered to the other within thirty (30) calendar days of the reply under Step 2. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the arbitration board.

- 12.02 The two (2) appointees so selected shall, within fifteen (15) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 12.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.04 Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- 12.05 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 12.06 Upon agreement of the parties, a grievance may be submitted to a mutually agreeable sole arbitrator whose appointment and powers shall be consistent with the provisions of Articles 12.03 – 12.05 of this collective agreement.
- 12.07 Prior to selecting an arbitrator under Articles 12.01, 12.02 or 12.06 above, the parties may mutually agree to submit the grievance to mediation before a mutually agreeable Grievance Mediator whose fees and expenses shall be jointly shared by the parties. If a grievance submitted to mediation is not resolved by the Grievance Mediator the matter may be submitted to arbitration in accordance with the other provisions of Article 12.

ARTICLE 13 – SENIORITY

- 13.01 Seniority shall mean the employee's length of continuous service with the Employer (calculated on date of hire). It is agreed that this will have no impact on a part-time employee's placement on Schedule "B" Salary Schedule: Part-Time. If a part-time employee's status changes to full-time their "length of continuous service with the Employer" shall be calculated on the basis of 1820 hours worked = one (1) year of service (2080 hours worked = one (1) year of service for facilities employees).

An employee shall accumulate seniority under the following conditions:

- (a) while they are at work for the Employer after they have completed their probationary period as set out in Article 13.02;
- (b) during the first twenty-four (24) months of any period when they are prevented from performing their work for the Employer by reason of injury arising out of and in the

course of their employment for the Employer and for which they are receiving compensation under the provisions of the *Workers' Compensation Act*, subject to Article 13.05;

- (c) during the first twenty-four (24) months of any period of absence due to illness, subject to Article 13.05;
- (d) during the first eighteen (18) months of any period of lay-off, subject to Article 13.05;
- (e) during any period of authorized leave of absence with pay, subject to Article 13.05;
- (f) casual or temporary employees who are subsequently hired on permanent staff (without a break in service) having completed the probationary period will have their seniority adjusted to include time worked on a casual or temporary basis;
- (g) in the event that an employee is transferred out of the part-time bargaining unit to a position in the full-time bargaining unit or vice versa, they shall be credited their seniority in the bargaining unit from which they are transferred based on their hours of work in the predecessor bargaining unit compared to their hours of work in the bargaining unit to which they are transferred.

13.02 New employees shall serve a probationary period of four hundred and fifty (450) hours worked before acquiring seniority rights which shall then date back to their respective date of starting to work with the Employer. Probationary employees may be discharged without cause and without entitling the probationary employee to recourse to the Grievance and Arbitration Procedure. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. However, at the request of the Union, the Employer shall provide the reasons for the discharge of a probationary employee. The probationary period may be extended by mutual agreement between the parties in writing for good and sufficient reason for up to a maximum of one hundred and fifty (150) hours. Employees in this bargaining unit may not exercise their seniority in the full-time bargaining unit, except pursuant to Article 14 of the Full-Time Agreement.

13.03 (a) Role of Seniority In Lay-offs

In the event of lay-off, the following procedure shall apply to lay-offs of more than five (5) working days:

- (i) An employee who is notified that they are to be laid off will notify the Employer, in writing, with a copy to the Union, identifying the position held by a less senior employee which the employee believes they are qualified to perform. Such notification to the Employer, with a copy to the Union, shall be delivered to the Employer not later than two (2) working days following the date on which the notice of lay-off is issued.
- (ii) The right to bump as identified in paragraph (i) shall include the right to bump up.
- (iii) The employee who is to be laid off must be qualified (as per the qualifications on the appropriate job description) to perform the work of the employee with less seniority holding the position into which they wish to bump.

(b) Recall Procedures

An employee shall be recalled in the order of their bargaining unit-wide seniority, providing that they are qualified for the work available.

(c) Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) calendar 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.

For the purposes of lay-off and recall, the date of hire shall be used to calculate part-time seniority.

13.04 Seniority lists will be supplied to the Union and posted on the bulletin board on June 30th and December 31st of each year of this Agreement. All employees who maintain seniority shall be listed regardless of whether they are at work or on leave.

13.05 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

(a) If the employee voluntarily quits;

(b) If the employee is discharged for any cause and not reinstated through the Grievance Procedure;

(c) If the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;

(d) If eighteen (18) months have elapsed from the day of lay-off;

(e) If the employee is absent from work for more than twenty-four (24) months due to illness or accident, unless extended by mutual agreement;

(f) If the employee is absent from work for more than three (3) scheduled working days without notifying the Employer, unless the employee has secured an extension from the Employer;

(g) If the employee utilizes a leave of absence for purposes other than those for which the leave of absence has been granted.

13.06 When recalling an employee after lay-off, they shall be notified by registered mail and/or email and allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or email is sent in accordance with this Article must contact their Department Head within forty-eight (48) hours of the notice of return to work if they wish the Employer to hold the job open for them for the full five (5) working day period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that they will be up to date at all times. This correspondence will also be sent to the Union as per Article 16 of the collective agreement.

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- 13.07 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit the time served in such position up to a maximum of two (2) years shall be included in their seniority standing.
- 13.08 The Union President shall be provided, by email, with a copy of all lay-offs, terminations, recalls, demotions, hiring and promotions on the same day that the affected employee is notified.
- 13.09 Grievance on Lay-offs and Recalls
Grievances concerning lay-offs and recalls may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 14 – JOB POSTING

- 14.01 Without restricting the Employer's right to transfer employees as hereinafter provided, when a new job classification is permanently created in the bargaining unit or additional employees are permanently required in an existing job classification in the bargaining unit, the Employer will post a notice of the vacancy for a period of five (5) working days in the Central Library and each Branch location and in an electronic format of the Employer's choice. The notice will specify the nature of the position, the qualifications, the rate of pay and the hours and days of work. An employee who wishes to be considered for the position so posted shall signify their desire by making formal application to the Director or their designate in accordance with the provisions of the posting. In the event the Employer decides to postpone the filling of a vacancy which arises as a result of a termination, the Employer will notify the Union and all applicants of the decision and the reasons therefore.
- 14.02 In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work and where these are relatively equal, in the judgment of the Employer, seniority shall govern. If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire or to transfer an existing employee to fill such vacancy. Any unsuccessful applicants will be informed of the reasons for not being selected, in writing, within five (5) working days of the selection of the successful applicant.
- 14.03 (a) The Employer shall post a vacancy occasioned by the placing of the successful applicant in the position originally posted, but any further vacancies need not be posted (a maximum of two (2) postings).
- (b) Should the successful applicant be unsatisfactory with four hundred and fifty (450) hours worked they may apply to be or be required by the Employer to be returned to their former job. The vacancy may then be filled by the Employer without further posting, however, the Employer will consider amongst all those employees considered for such vacancy, the remaining original applicants.
- 14.04 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of their successful bid except in the case of a bid on a posted job in a higher paid job classification.

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- 14.05 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or promotions, and temporary vacancies, shall not be deemed to be vacant for the purposes of this Article nor shall the upgrading of an existing position with a single incumbent be deemed to create a vacancy. A job which is vacant due to the above reasons for a predetermined specified period in excess of sixty (60) working days shall be posted pursuant to the provisions of this Article however; any further vacancies occasioned by the placing of the successful applicant in the position posted need not be posted.
- 14.06 For postings for Pay Group 1, 2 or 3 jobs, the Employer agrees that internal applications shall be considered before those of external applicants.
- 14.07 The Union President shall be provided, by email, with a copy of all job postings.
- 14.08 A notice identifying the name of the successful job posting applicant shall be posted at least one (1) day prior to the employee starting in the position.

ARTICLE 15 – BULLETIN BOARDS

- 15.01 The Union shall have the use of an electronic bulletin board on the Library intranet for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer. Such notices must be approved by the Employer prior to their being posted. No formal approval is required for notices of regular and special meetings.

ARTICLE 16 – CORRESPONDENCE

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

To the Employer: Chief Executive Officer
St. Catharines Public Library Board
54 Church Street
St. Catharines, Ontario L2R 7K2

To the Union: To the Secretary of the Union and to the President of the Union
with a copy to the:

Union's National Representative
110A Hannover Drive, Suite 101
St. Catharines, Ontario L2W 1A4

ARTICLE 17 – LEAVE OF ABSENCE

- 17.01 The Employer may grant a leave of absence of up to three (3) months without pay to an employee for legitimate personal reasons. The employee must renew such a leave of absence prior to the end of each three (3) month period. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.
- 17.02 (a) Employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay and

without the other benefits provided by this Agreement, but without loss of seniority, provided the Employer is given reasonable notice. No more than two (2) employees may be absent at any one time and such leaves without pay shall not total more than twenty-five (25) working days for all three bargaining units in the calendar year.

(b) The Employer agrees to grant a leave of absence to the President of CUPE Local 2220 subject to the following conditions:

1. Such leave shall be for the purpose of participation in collective bargaining negotiations, grievance meetings and arbitration hearings between the Local Union and an employer with which the Local Union has bargaining rights. Such leave may be granted for grievance meetings and arbitration hearings having due regard to the efficient operation of the Employer's business.
2. The President shall provide to the Employer as much advance notice as is possible of the date for such leave, but not less than fourteen (14) calendar days.
3. The Union shall reimburse the Employer for the full cost of salary and fringe benefits for the period of such leave.
4. The number of days of such leave taken in a calendar year shall not be limited and shall not count against the period provided for in Article 17.02 of the Collective Agreement.
5. The leave shall not be for a period of less than one half (1/2) of a workday.
6. In the event that the President wishes to cancel a leave after it has been requested, such cancellation will be permitted at the discretion of the Employer.
7. All requests and responses pursuant to the above shall be in writing. The request shall specify the date and duration of the leave.

(c) The Employer agrees to grant a paid leave of absence for each bargaining unit member on the union's collective bargaining negotiating team for time spent actively negotiating.

17.03 The Employer shall grant leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority to one (1) employee who is elected or selected for a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress for a period of not more than one (1) term which shall not exceed two (2) years. The employee shall be entitled to return to their former position at the expiration of the period, or to another position in accordance with the seniority provisions of this Agreement if their former position is not available. Application for such leave of absence must be made in writing not less than two (2) months in advance.

17.04 The Employer may in its discretion grant a leave of absence for a period not to exceed four (4) months without pay and without the other benefits provided by this Agreement, but without loss of seniority, to an employee for the purpose of continuing education.

17.05 All leaves of absence shall be requested in writing giving the purpose of the leave. All leaves of absence granted by the Employer shall be in writing with a copy to the Union and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

17.06 Except where the Collective Agreement provides a greater right or benefit, all leaves shall be granted in accordance with the Ontario Employment Standards Act, 2000, as amended. A copy of the Act will be posted on the Employer's bulletin boards.

ARTICLE 18 – PAID HOLIDAYS

18.01 (a) The following will be recognized as paid holidays to be paid for in accordance with the *Employment Standards Act*:

New Year's Day Family Day Good Friday Victoria Day Canada Day	Civic Holiday Labour Day Thanksgiving Day Christmas Day Boxing Day
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The Employer will provide employees with 0.5% in lieu of additional holidays to be applied to the wage grid at Schedule "B".

ARTICLE 19 – VACATIONS

19.01 (a) An employee who has completed their probationary period shall receive annual vacation leave without pay as of January 1st in a year as follows:

- | | | |
|---|---|---------|
| (a) Librarian | - | 4 weeks |
| (b) Library Technician, Clerical, Facilities, CSA | - | 3 weeks |

(b) An employee may be granted vacation leave without pay subject to service, staffing and operational requirements.

19.02 Vacation Scheduling

(a) The vacation period shall be from January 1st to December 31st.

(b) The Employer shall set vacation times and in doing so shall take into account the wishes of the employees in each Department on the basis of seniority insofar as they are considered consistent with the efficient functioning of the Department. For the period commencing January 1 through June 30 of the following year, lists calling for vacation requirements shall be posted by October 1, for a period of two (2) weeks ending at 11:59 pm on October 15, and a complete vacation schedule for this period shall be posted by October 31. For the period commencing July 1 through December 31 of the current year, lists calling for vacation requirements shall be posted by April 1 for a period of two (2) weeks ending at 11:59 pm on April 15, and a complete vacation schedule shall be posted by April 30. Any vacation

request submitted after the deadline of either October 15 or April 15 shall be taken into consideration but by no means shall it affect those posted by October 31 or April 30. The Employer shall respond to requests received after either October 15 or April 15 within thirty (30) days of their submission. Approval of Christmas and March Break requests will be based on a rotating basis when the efficient functioning of the Department does not allow the approval of all requests.

(c) Newly hired employees shall not take vacation during their probationary period.

- 19.03 Vacation pay will be calculated in accordance with the *Employment Standards Act* during a pay period on the pay day for that period and shall be paid to all employees on each pay day.
- 19.04 The word “year” as used in this Article (except in reference to continued service) means the period commencing on the 1st day of January and ending on the 31st day of December next following.
- 19.05 In the event of a death subject to Article 21.01 an employee may have their lost vacation reinstated and such lost time charged against their bereavement pay.
- 19.06 The Employer agrees to *permit* employees to bank up to five (5) days of vacation already earned to be used in the following vacation year.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

- 20.01 The following provisions define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 20.02 All employees shall be subject to a schedule which can include evenings, Saturdays and split shifts.
- 20.03 The hours of work and days of work shall be posted electronically in ADP. Requests for shift changes or switches to the work schedule by the employee must be submitted electronically in ADP and are subject to the discretion of the manager. All schedules will be posted at least two (2) weeks in advance.
- 20.04 Employees shall receive a fifteen (15) minute rest period during each half (1/2) shift to be taken at the discretion of the Department Head.
- 20.05 Employees shall not be scheduled to work less than three (3) consecutive hours except by mutual agreement in the case of departmental and system-wide meetings.
- 20.06 The Employer will continue its practice of scheduling part-time employees to perform Sunday work except that time and one half (1½) shall be paid for such work.
- 20.07 If an employee requests to restrict or change their availability with respect to hours of work for a period of at least eight (8) weeks, the Employer will provide the Union with a copy of the request and the Employer’s response within one (1) week of receipt of the request. Any such request shall be made in writing.

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- 20.08 A pregnant employee shall not be required to regularly work directly with a V.D.T. for a substantial portion of the work day against their will and such an employee may elect to take alternative work which shall be offered by the Library if such work is available or the employee may elect to take an unpaid leave of absence as provided for in Article 17. This is not to imply any bumping rights.
- 20.09 If a part-time employee was scheduled to work and the library closes due to inclement weather and the Employer elects to not assign the employee to work from home, the part-time employee will be paid for all hours for which they were scheduled on the closure day and are unable to work due to the closure.

ARTICLE 21 – BEREAVEMENT LEAVE

- 21.01 (a) An employee who has successfully completed the probationary period shall be entitled to bereavement pay on a pro-rata basis as follows: up to four (4) scheduled days in the event of the death of the employee's spouse, common-law spouse, child, ward, parent, guardian, foster-parent, sister or brother; up to three (3) scheduled days in the event of the death of the employee's parent-in-law; and up to two (2) scheduled day in the event of the death of the employee's grandparent, grandchild, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, first cousin, or sister-in-law, or brother-in-law.
- (b) An employee who is unable by reason of time and/or distance to attend the funeral or the equivalent commemorative service shall be allowed one (1) days leave of absence with pay in lieu of the day of the funeral or the equivalent commemorative service.
- (c) If the employee requires additional time off, they may request from their supervisor vacation or lieu time, if either is available, or leave without pay.
- 21.02 Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral or the equivalent commemorative service. In order to qualify the employee:
- (a) may be required to provide satisfactory proof of death, and
- (b) must be on the active payroll of the Employer and not on sick leave, WSIB, lay-off or a leave of absence unless the leave has been granted to care for an ill spouse, common law spouse, child, ward, parent, guardian, foster parent, sister, brother, or parent-in-law and the bereavement leave being sought is in connection with the death of the person being cared for.
- 21.03 The one (1) and two (2) day leave provided herein shall be three (3) days where the deceased resided with the employee.
- 21.04 Where the rites are to take place outside the initial period of bereavement, the employee may save up to two (2) days received under this Article to attend the service.

ARTICLE 22 – SICK LEAVE

- 22.01 Sick leave means the period of time an employee is absent from work by reason of being sick or disabled because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act*.
- 22.02 A regular part-time employee who has successfully completed the probationary period shall be entitled to earn sick leave credits on a pro-rata basis. A qualifying employee shall earn and be credited with one-twentieth (1/20) of the hours worked per pay period (bi-weekly) to a maximum of seventy (70) hours per calendar year. An employee may carry forward unused sick leave credits earned during the last nine (9) pay periods of the calendar year into the following calendar year. Any sick leave credits carried forward in this fashion shall constitute part of the seventy (70) hours maximum for the following year.
- 22.03 In order to qualify for sick leave credit, the employee shall be actively at work.
- 22.04 An employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer or be required to undergo a medical examination by the physician of the Employer if the Employer deems it necessary. A doctor's certificate will be required in all cases of absence in excess of five (5) working days. An employee required by the Employer to provide a medical certificate will be reimbursed for the costs of such certificate up to a maximum of \$20.00, provided a receipt from the Physician accompanies such certificate.
- (a) An employee must notify Administration between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday and, at any other time, the Central Library Switchboard, at least one (1) hour in advance of their scheduled starting time, of absence due to illness, on a daily basis, unless hospitalized or on previously authorized sick leave.
- (b) Where an employee has been absent and provides medical documentation indicating that their return to work is subject to restrictions/limitations and the Employer seeks clarification of the documentation or additional information, the Employer will reimburse the employee for the cost of the documentation associated with the clarification or additional information.
- 22.05 The Employer will provide the employee and the Union with a copy of WSIB Form 7 and any notice of appeal by the Employer at the time of filing such.

ARTICLE 23 – RETIREMENT AND PENSIONS

- 23.01 An employee is eligible for OMERS subject to and in accordance with the OMERS legislation, regulations and guidelines and will be notified after the annual OMERS review of becoming eligible for enrolling in OMERS.

ARTICLE 24 – JURY DUTY

- 24.01 An employee who is selected for service as a juror, or who is subpoenaed to appear in Court as a witness, will be compensated for loss of pay from their regularly scheduled hours due to such service. Such compensation will be based on their regular scheduled hours or their regular straight time rate.

24.02 In order for an employee to qualify for payment under Article 24.01, they must:

- (a) inform their Department Head within twenty-four (24) hours of their selection for service;
- (b) absent themselves from work only to such reasonable extent as shall allow them to carry out such duty;
- (c) pay over to the Employer the full amount of their jury duty or witness fee, excluding meal and mileage allowance.

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 Regular part-time employees may purchase at their own cost coverage under the Employer's Extended Health Care Group Plan including eyeglass coverage of \$300.00 every two (2) years, effective January 1, 2021 and the Dental Plan, effective April 1st, 1990.

25.02 The Employer shall hold an information meeting with the Union Executive prior to announcing a change in the carrier.

ARTICLE 26 – WAGES AND SALARIES

26.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "B" attached hereto and forming part of this Agreement.

All new employees shall be hired at the base rate of pay unless the Employer and the Union otherwise mutually agree.

Progression through the grid shall be based on working 1820 hours in the job or 2080 hours in the job in the case of facilities as being equivalent to a year.

January 1, 2022	- 3% increase to all classifications
January 1, 2023	- 3% increase to all classifications
January 1, 2024	- 3% increase to all classifications

The parties agree that the above-noted percentage increases maintain pay equity under the provisions of the pay equity plan between the parties and under the provisions of all applicable pay equity legislation as such legislation existed on the date of ratification of the Collective Agreement.

ARTICLE 27 – GENERAL

27.01 Except with the prior approval of the Union, the Employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement.

27.02 The Employer shall contribute \$200.00 every two (2) years towards the cost of C.S.A. approved safety boots for facilities employees.

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- 27.03 The Employer shall reimburse any employee for authorized expenses incurred in the performance of their duties. Authorization must be obtained in advance from the Department Head.
- 27.04 On June 30th and December 31st of each year of this Agreement, the Employer shall supply the Union with a list containing the following information for each employee in the bargaining unit:
- Name
 - Classification
 - Most recent address on file
 - Most recent telephone number on file
 - Employment Status (e.g. full-time, part-time, page, temporary, seasonal, casual)
 - The names of any employees who are on a leave of absence
 - Most recent personal email address on file.
- 27.05 The Employer will maintain its current practice of providing the Union with space to maintain a locked cabinet in the Central Library.
- 27.06 Electronic monitoring shall not be used as the primary method in evaluating the work performance of an employee. The employer may use electronic monitoring during an investigation.
- 27.07 An employee who will be absent must notify managers by emailing all.managers@myscpl.ca or calling ext. 711 and then pressing 0 to leave a message. Employees will provide their name, reason for absence, work location of the shift for which the employee will be absent, hours of the shift for which the employee will be absent, and anticipated date of return (if known), at least one (1) hour in advance of their scheduled starting time.

Reasons may include but not limited to:

Emergencies, Illness, Bereavement.

ARTICLE 28 – CONTRACTING OUT

- 28.01 Contracting out is defined as the carrying out of work by a firm or a private contractor which work was formerly done by the regular Library staff in the bargaining unit and shall not include any situation where qualified regular employees are not available to perform the work in question. It is recognized that certain services are presently contracted out by the Board and that this practice shall continue without reference to the following procedure.
- 28.02 If the Board intends to contract out any service which will directly result in the reduction of the number of regular employees in the bargaining unit of the Board, the following shall occur:
- (a) The Board shall notify the Union thirty (30) days in advance of the date it expects to consider a proposal to contract out the services.

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- (b) The Union may agree with the proposal or present an alternative to management within ten (10) days of notification. Information concerning the contracting out will be made available to the Union at this time.
 - (c) Failing agreement, the management will present the Union's proposal to a Committee of the Board along with the management proposal.
 - (d) The decision of the Board shall be final and binding and there shall be no recourse to any Grievance or Arbitration Procedures.

ARTICLE 29 – TECHNOLOGICAL CHANGE

29.01 The Employer may make adjustments in the number and assignment of its employees as a result of technological changes and make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major changes may have upon employees and the concern of the parties regarding employees who may be affected, the following will apply:

- (a) The Employer undertakes to advise the Union three (3) months in advance of any such changes which the Employer has decided to introduce which will result in substantial and immediate changes in the employment status of employees.
- (b) The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:
 - (i) the nature of the change;
 - (ii) the approximate date on which the Employer proposes to effect the change;
 - (iii) the approximate number, type and location of employees likely to be affected;
 - (iv) the effects the change may be expected to have on the employees' working conditions and terms of employment.
- (c) The Employer agrees to discuss with the Union the effect of such changes on the employment status of such employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures, as early retirement, severance, retraining and transfers to other existing jobs will be considered.

29.02 In the event the Employer should introduce significant technological changes requiring new or greater skills than are possessed by present employees, such employees shall, at the expense of the Employer, be given a period of time not to exceed six (6) months to perfect or acquire the skills required by the new method of operations. To be eligible for the foregoing an employee shall be an employee who has completed one (1) year of seniority or more. There shall be no reduction in salary rates or wages during the six (6) month period and no reduction of pay upon completion of the six (6) month period. Upon completion of the six (6) month period if the employee has not been able to acquire the skills necessitated by the change they may exercise their seniority in accordance with the terms of the Collective Agreement.

ARTICLE 30 – PAY EQUITY

30.01 The Union and the Employer acknowledge their respective responsibilities under the Pay Equity Legislation and to that end have entered into certain agreements to comply with the implementation and maintenance obligations under that legislation.

ARTICLE 31 – TERM OF AGREEMENT

31.01 This Agreement shall commence on January 1, 2022, and end on December 31, 2024, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

The Agreement is retroactive for wages only and only for employees on the active payroll of the Employer as of the date of ratification and those employees who retired between January 1, 2019 and the date of ratification.

IN WITNESS WHEREOF the parties have executed this Agreement on the 13th day of December 2023.

For the Employer

Ken Su
Ken Su (Dec 13, 2023 13:30 EST)

Lisa DiDonato
Lisa DiDonato (Dec 13, 2023 13:51 EST)

Linda Dobson
Linda Dobson (Dec 14, 2023 12:22 EST)

For the Union

B. Cullen

Diana Smith
Diana Smith (Dec 14, 2023 13:49 EST)

Keeley Robinson
Keeley Robinson (Dec 13, 2023 20:03 EST)

Kostyn Petrunick
Kostyn Petrunick (Dec 14, 2023 10:37 EST)

SCHEDULE "B" - SALARY SCHEDULE - PART-TIME - JANUARY, 2022

ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220											
SHADED FIGURES INDICATE 5.5% IN LIEU OF BENEFITS											
JANUARY 2022 - +3.00%											
	PAY	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022
POINTS	GROUP	Base	Base + 5.5%	Level 1	Level 1 + 5.5%	Level 2	Level 2 + 5.5%	Level 3	Level 3 + 5.5%	Level 4	Level 4 +5.5%
< 799	1	16.007	16.887	16.643	17.558	17.279	18.229	17.914	18.900		
800 - 899	2	17.658	18.629	18.392	19.404	19.090	20.140	19.810	20.900	20.519	21.648
900 - 999	3	19.845	20.937	20.667	21.804	21.510	22.693	22.329	23.557	23.160	24.434
1000 - 1049	4	21.068	22.227	21.950	23.157	22.831	24.087	23.735	25.041	24.617	25.970
1050 - 1099	5	22.292	23.518	23.233	24.511	24.188	25.518	25.129	26.511	26.084	27.518
1100 - 1149	6	23.491	24.783	24.517	25.865	25.521	26.925	26.523	27.982	27.538	29.053
1150 - 1199	7	24.725	26.085	25.789	27.208	26.853	28.330	27.929	29.465	28.993	30.588
1200 - 1249	8	25.937	27.364	27.075	28.564	28.199	29.750	29.335	30.948	30.448	32.123
1250 - 1299	9	27.133	28.626	28.345	29.904	29.543	31.168	30.718	32.408	31.928	33.684
1300 - 1349	10	28.847	30.434	30.131	31.788	31.402	33.130	32.698	34.497	33.970	35.839
1350 - 1399	11	30.559	32.239	31.928	33.684	33.272	35.102	34.643	36.548	36.011	37.992
1400 - 1449	12	32.258	34.032	33.713	35.568	35.157	37.091	36.599	38.612	38.054	40.147
1450 - 1499	13	33.970	35.839	35.486	37.437	37.028	39.065	38.568	40.689	40.097	42.302
> 1500	14	35.682	37.645	37.297	39.348	38.899	41.039	40.512	42.741	42.139	44.456

SCHEDULE "B" - SALARY SCHEDULE - PART-TIME- JANUARY, 2023

ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220

SHADED FIGURES INDICATE 5.5% IN LIEU OF BENEFITS

JANUARY 2023 - +3.00%

	PAY	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023
POINTS	GROUP	Base	Base + 5.5%	Level 1	Level 1 + 5.5%	Level 2	Level 2 + 5.5%	Level 3	Level 3 + 5.5%	Level 4	Level 4 +5.5%
< 799	1	16.487	17.394	17.142	18.085	17.797	18.776	18.452	19.467		
800 - 899	2	18.187	19.188	18.944	19.986	19.663	20.744	20.405	21.527	21.135	22.297
900 - 999	3	20.441	21.565	21.287	22.458	22.155	23.374	22.999	24.264	23.855	25.167
1000 - 1049	4	21.700	22.894	22.608	23.852	23.516	24.809	24.447	25.792	25.355	26.750
1050 - 1099	5	22.961	24.224	23.930	25.246	24.913	26.284	25.883	27.307	26.866	28.344
1100 - 1149	6	24.195	25.526	25.252	26.641	26.287	27.733	27.319	28.821	28.364	29.924
1150 - 1199	7	25.467	26.867	26.563	28.024	27.658	29.180	28.766	30.349	29.863	31.506
1200 - 1249	8	26.715	28.185	27.887	29.421	29.045	30.642	30.215	31.877	31.362	33.087
1250 - 1299	9	27.947	29.484	29.195	30.801	30.429	32.103	31.640	33.380	32.885	34.694
1300 - 1349	10	29.713	31.347	31.034	32.741	32.345	34.123	33.679	35.532	34.989	36.914
1350 - 1399	11	31.475	33.206	32.885	34.694	34.270	36.155	35.682	37.645	37.091	39.131
1400 - 1449	12	33.226	35.053	34.725	36.635	36.212	38.204	37.697	39.771	39.196	41.352
1450 - 1499	13	34.989	36.914	36.550	38.560	38.139	40.237	39.725	41.910	41.300	43.571
> 1500	14	36.753	38.774	38.416	40.529	40.066	42.270	41.728	44.023	43.403	45.790

SCHEDULE "B" - SALARY SCHEDULE - PART-TIME - JANUARY, 2024

ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220											
SHADED FIGURES INDICATE 5.5% IN LIEU OF BENEFITS											
JANUARY 2024 - +3.00%											
	PAY	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024
POINTS	GROUP	Base	Base + 5.5%	Level 1	Level 1 + 5.5%	Level 2	Level 2 + 5.5%	Level 3	Level 3 + 5.5%	Level 4	Level 4 +5.5%
< 799	1	16.982	17.916	17.656	18.627	18.331	19.339	19.005	20.051		
800 - 899	2	18.733	19.763	19.512	20.586	20.253	21.366	21.017	22.173	21.769	22.966
900 - 999	3	21.054	22.212	21.926	23.132	22.820	24.075	23.689	24.992	24.571	25.922
1000 - 1049	4	22.351	23.581	23.287	24.567	24.221	25.554	25.181	26.566	26.116	27.552
1050 - 1099	5	23.650	24.951	24.648	26.004	25.661	27.072	26.660	28.126	27.672	29.194
1100 - 1149	6	24.921	26.292	26.010	27.441	27.075	28.565	28.138	29.686	29.215	30.822
1150 - 1199	7	26.231	27.673	27.360	28.865	28.488	30.055	29.629	31.259	30.759	32.451
1200 - 1249	8	27.517	29.030	28.724	30.304	29.916	31.561	31.121	32.833	32.303	34.079
1250 - 1299	9	28.786	30.369	30.071	31.725	31.342	33.066	32.589	34.382	33.872	35.735
1300 - 1349	10	30.604	32.287	31.965	33.724	33.315	35.147	34.690	36.598	36.039	38.021
1350 - 1399	11	32.420	34.203	33.872	35.735	35.298	37.240	36.753	38.774	38.204	40.305
1400 - 1449	12	34.223	36.105	35.767	37.734	37.298	39.350	38.828	40.964	40.372	42.592
1450 - 1499	13	36.039	38.021	37.647	39.717	39.283	41.444	40.917	43.167	42.538	44.878
> 1500	14	37.855	39.937	39.568	41.745	41.268	43.538	42.980	45.343	44.705	47.164

SCHEDULE "B" - SALARY SCHEDULE - PART-TIME - JULY, 2024

ST. CATHARINES PUBLIC LIBRARY, CUPE LOCAL 2220

SHADED FIGURES INDICATE 5.5% IN LIEU OF BENEFITS

JULY 1 2024 - New Grid

	PAY	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024
POINTS	GROUP	Base	Base + 5.5%	Level 1	Level 1 + 5.5%	Level 2	Level 2 + 5.5%	Level 3	Level 3 + 5.5%	Level 4	Level 4 +5.5%
< 233	1	16.550	17.460	17.210	18.157	17.900	18.885	18.620	19.644		
233 - 272	2	18.690	19.718	19.440	20.509	20.220	21.332	21.030	22.187	21.870	23.073
273 - 312	3	21.970	23.178	22.850	24.107	23.760	25.067	24.710	26.069	25.700	27.114
313 - 352	4	25.820	27.240	26.850	28.327	27.920	29.456	29.040	30.637	30.200	31.861
353 - 392	5	31.660	33.401	32.930	34.741	34.250	36.134	35.620	37.579	37.040	39.077
393 - 432	6	35.640	37.600	37.060	39.098	38.550	40.670	40.090	42.295	41.690	43.983
433 - 472	7	41.370	43.645	43.030	45.397	44.750	47.211	46.540	49.100	48.400	51.062

PAY BAND POSITIONS	
Band 1	Job Title
	Shelver
Band 2	Job Title
	Part-time Customer Service Clerk
	Full-time Customer Service Clerk
Band 3	Job Title
	Part-time Facilities
Band 4	Job Title
	Account & Reception
	Full-time Facilities
	Acquisitions Technician
	Part-time Customer Service Asst Prog
	Part-time Customer Service Assistant
	I.T, Help Technician
	ILS Technician
	Full-time Customer Service Assistant
Band 5	Job Title
	Digitization Technician
	Customer Service Technician
	Communications Specialist
Band 6	Job Title
	Web & System Administrator
	Part-time Branch Librarian
	Librarian
Band 7	Job Title
	Full-time Branch Librarian
	Training Librarian
	Programming Librarian
	Collections Librarian

Schedule "B" – Cont'd

LETTERS OF INTENT

1. It is understood and agreed that for the purposes of lay-off and recall, the three bargaining units shall remain separate, and seniority shall not be transportable from one unit to another.
2. The Employer will continue its current practice with respect to the payment of one hundred percent (100%) of the insurance premiums for medical and dental coverage and a \$5,000.00 Life Insurance policy until age 65 for employees who retire under the OMERS Pension Plan 90 Factor or with an unreduced OMERS pension.

LETTER OF UNDERSTANDING RE: TRANSFER OF SENIORITY FROM PART-TIME/PAGES
TO FULL TIME AGREEMENT

BETWEEN:

ST. CATHARINES PUBLIC LIBRARY BOARD (THE "EMPLOYER")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2220 FULL-TIME, PART-TIME
AND PAGE EMPLOYEES (the Union")

The parties agree and understand that members who move from page or part time jobs to full time jobs will have their seniority pro-rated. Hours will be pro-rated at a rate of 1820 for all staff except for facilities which will be understood to be equivalent of 2080 hours. The hours are rated for 26 payroll cycles in one year. Further it is understood that Part-time and Page date of hire will be used to determine seniority. Page seniority will begin as of January 1st, 2022.

Dated this 13th day of December 2023.

For the Employer

For the Union

Ken Su
Ken Su (Dec 13, 2023 13:30 EST)

S. Collins

THIS AGREEMENT made and entered into this 12th day of September 2023.

BETWEEN:

THE ST. CATHARINES PUBLIC LIBRARY BOARD
(hereinafter referred to as “the Employer”)

of the FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2220
(hereinafter referred to as “the Union”)

of the SECOND PART

PAGE AGREEMENT

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 This agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 17th day of December, 1981, that is, all employees of The St. Catharines Public Library Board at all branches of the Library in the City of St. Catharines regularly employed as Pages, save and except the Director, Manager Public Services and Manager Acquisitions and Technical Services, Business Administrator, Assistant to the Business Administrator, Department Heads including Building Superintendent, persons above the rank of Department Head, Secretary to the Director, Confidential Secretary to the Manager Public Services, Confidential Secretary, Manager IT and Networks, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation and persons covered by the Full-Time and Part-Time Agreements.

2.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the bargaining unit defined above.

2.03 (a) A student page must be at least 14 years of age and currently enrolled in and attending a secondary or post-secondary educational institution.

(b) An adult page is an existing student page who has completed their courses of study and wishes to remain an employee of the library.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and direction of the working forces are fixed exclusively in the Employer and

without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency, discipline or discharge employees for just cause subject to Article 13.01;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees; select employees for positions excluded from the bargaining unit;
- (c) generally manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the standards of performance for employees, hours of work, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

3.03 The Union recognizes and acknowledges that the Employer has the right to make and alter from time to time rules and regulations, policies and practices to be observed by its employees. When rules and regulations are instituted or altered, the Employer shall give prior notice to the Union.

3.04 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.

ARTICLE 4 – TEMPORARY EMPLOYEES

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

4.02 The Employer may hire temporary or casual personnel pursuant to the provisions of Article 4.01 to replace permanent employees absent due to illness, accident, vacation, leave of absence or for any other reason and without being restricted to the one hundred and twenty (120) calendar day period, subject to the provisions of Article 14.05 of the Full-Time Agreement.

ARTICLE 5 – UNION SECURITY

5.01 All 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 on the first working day.

5.02 During the term of this Agreement, the Employer agrees to deduct regular bi-weekly Union dues (including assessments or initiation fees) as certified by The Union to be currently in effect according to the Constitution of the Union from the wages of each employee who has authorized such deduction from each pay day of each calendar month and to remit the amount so deducted to the Secretary-Treasurer of the Canadian Union of Public Employees.

The payment shall be accompanied by a list of names, gross earnings and dues deducted.

5.03 As a condition of their continued employment, all employees shall be required to execute and deliver to the Employer an authorization for deduction of their regular bi-weekly Union dues (including assessments or initiation fees) on the first working day.

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

5.05 The Employer agrees that when preparing the employee's Income Tax Form T-4, it will include thereon the amount of Union dues paid by the employee for that year.

ARTICLE 6 – UNION ACTIVITIES

6.01 The parties hereto agree that no employee shall in any manner be discriminated against, intimidated, harassed or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

6.02 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

ARTICLE 7 – REPRESENTATION

7.01 Employees in the bargaining unit will be represented by the union stewards appointed pursuant to the provisions of the collective agreement covering the full-time bargaining unit and the Negotiating Committee appointed pursuant to the Collective Agreement covering the part-time bargaining unit.

7.02 The Employer agrees to acquaint a new employee in the bargaining unit with the fact that a Union Agreement is in effect and with the terms of the Union Security clause in the Agreement. Each new employee shall be given a copy of the Collective Agreement and shall be introduced to the Union President or to a Steward.

ARTICLE 8 – NO DISCRIMINATION

8.01 It is agreed that there shall be no discrimination, intimidation or coercion by the Employer or the Union or its members against any employee.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

9.01 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 lock-out. The definition of the words "strike" and "lock-out" shall be those set forth in the *Labour Relations Act, R.S.O.1995* and amendments thereto.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 The purpose of this Agreement is to establish a procedure for the settlement of grievances.

10.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss their complaint with their Department Head. The Steward may be in attendance at the request of either the employee or the Department Head. Such a complaint shall be brought to the attention of the Department Head within five (5) working days of the incident giving rise to the complaint. The Department Head shall state their decision verbally within three (3) working days of receiving the complaint.

STEP 1

Should the employee be dissatisfied with the Department Head's disposition of the complaint, they may, with the assistance of their Steward, refer such matter on a written grievance form to their Department Head who shall answer the grievance in writing within five (5) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within five (5) working days of receipt of the reply of the Department Head to the complaint. The grievance shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employee.

STEP 2

If no settlement is reached at Step 1, the grievor, the Steward and the Chief Steward and representatives of management shall meet within five (5) working days, or a time mutually agreed upon, to discuss the grievance. The Union's Representative may be in attendance at this meeting. If the grievance is not settled within five (5) working days, it may be referred to arbitration as hereinafter provided.

10.03 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 12 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance under this sub-article unless the grievance involves a question of general application so that the regular grievance procedure shall not be by-passed.

10.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

10.05 An employee who wishes to process a complaint or grievance shall follow the procedure laid down in this Agreement. Should such employee appeal directly to any member of the Library Board in respect of the complaint or grievance, they shall forfeit the right to pursue it under this Agreement.

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- 10.06 The term “working days” for the purposes of the time limits provided for in Articles 10, 11, 12 and 13 shall mean Monday to Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., excluding the paid holidays provided for in Article 18.01(a) of the Full-Time Agreement.
- 10.07 The delivery of all grievances and grievance responses under this Article, Article 11.02 and/or Article 12.01, shall be done either electronically or hand delivered in person to the party identified, receipt of which will be acknowledged in writing.

ARTICLE 11 – DISCHARGE AND SUSPENSION CASES

- 11.01 An employee who is discharged shall be given a reasonable opportunity to interview their Steward before leaving the Employer’s premises. The Employer will provide to the Union a copy of any disciplinary notation given to any employee. The Union will be notified in writing of the discharge of any employee at the time the employee is notified.
- 11.02 An employee who is discharged or suspended may file a grievance at Step 2 of the Grievance Procedure within three (3) working days after such discharge or suspension.
- 11.03 Where a grievance which is filed under Article 11.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 12:
- (a) confirming the Employer’s action;
 - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 11.04 An employee who has acquired seniority shall be entitled to have access to their personnel file provided that they give at least twenty-four (24) hours’ notice to the Employer of their desire to do so. The employee shall be accompanied by a representative of the Employer. An employee will be provided with a copy of any document in their personnel file upon request.
- 11.05 Any disciplinary notation or warning in writing shall be removed from an employee's record after a period of twenty (20) months in which they have not received any further disciplinary warning or notation.
- 11.06 A Steward shall be present, unless the employee wishes otherwise, at any meeting between an employee and the Employer for the purpose of imposing formal disciplinary action. A copy of any formal disciplinary notation shall be provided to the employee and the employee and the Union will acknowledge receipt in writing.

ARTICLE 12 – ARBITRATION

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement,

notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an arbitration board and shall be delivered to the other within thirty (30) calendar days of the reply under Step 2. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the arbitration board.

- 12.02 The two (2) appointees so selected shall, within fifteen (15) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 12.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.04 Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- 12.05 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 12.06 Upon agreement of the parties, a grievance may be submitted to a mutually agreeable sole arbitrator whose appointment and powers shall be consistent with the provisions of Articles 12.03 – 12.05 of this collective agreement.
- 12.07 Prior to selecting an arbitrator under Articles 12.01, 12.02 or 12.06 above, the parties may mutually agree to submit the grievance to mediation before a mutually agreeable Grievance Mediator whose fees and expenses shall be jointly shared by the parties. If a grievance submitted to mediation is not resolved by the Grievance Mediator the matter may be submitted to arbitration in accordance with the other provisions of Article 12.

ARTICLE 13 – SENIORITY

- 13.01 Seniority shall mean the employee's length of continuous service with the Employer. An employee shall accumulate seniority under the following conditions:
- (h) while they are at work for the Employer after they have completed their probationary period as set out in Article 13.02;
 - (i) during the first twenty-four (24) months of any period when they are prevented from performing their work for the Employer by reason of injury arising out of and in the course of their employment for the Employer and for which they are receiving compensation under the provisions of the *Workers' Compensation Act*, subject to Article 13.05;
 - (j) during the first twenty-four (24) months of any period of absence due to illness. subject to Article 13.05;

- (k) during the first eighteen (18) months of any period of lay-off, subject to Article 13.05;
- (l) during any period of authorized leave of absence with pay, subject to Article 13.05;
- (m) in the event that an employee is transferred out of the part-time bargaining unit to a position in the full-time or part-time bargaining unit or vice versa, they shall be credited their seniority in the bargaining unit from which they are transferred based on their hours of work in the predecessor bargaining unit compared to their hours of work in the bargaining unit to which they are transferred.

13.02 New employees shall serve a probationary period of one hundred eighty (180) hours worked in a twelve (12) month period. Probationary employees may be discharged without cause and without entitling the probationary employee to recourse to the Grievance and Arbitration Procedure. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. However, at the request of the Union, the Employer shall provide the reasons for the discharge of a probationary employee. The probationary period may be extended by mutual agreement between the parties in writing for good and sufficient reason for up to a maximum of sixty (60) hours worked.

13.03 (a) Role of Seniority In Lay-offs

In the event of lay-off, the following procedure shall apply to lay-offs of more than five (5) working days:

(iv) An employee who is notified that they are to be laid off will notify the Employer, in writing, with a copy to the Union, identifying the position held by a less senior employee which the employee believes they are qualified to perform. Such notification to the Employer, with a copy to the Union, shall be delivered to the Employer not later than two (2) working days following the date on which the notice of lay-off is issued.

(v) The right to bump as identified in paragraph (i) shall include the right to bump up.

(vi) The employee who is to be laid off must be qualified (as per the qualifications on the appropriate job description) to perform the work of the employee with less seniority holding the position into which they wish to bump.

(d) Recall Procedures

An employee shall be recalled in the order of their bargaining unit-wide seniority, providing that they are qualified for the work available.

(e) Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) calendar 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.

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- 13.04 Seniority lists will be supplied to the Union and posted on the bulletin board on June 30th and December 31st of each year of this Agreement. All employees who maintain seniority shall be listed regardless of whether they are at work or on leave.
- 13.05 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (h) If the employee voluntarily quits;
 - (i) If the employee is discharged for any cause and not reinstated through the Grievance Procedure;
 - (j) If the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
 - (k) If eighteen (18) months have elapsed from the day of lay-off;
 - (l) If the employee is absent from work for more than twenty-four (24) months due to illness or accident, unless extended by mutual agreement;
 - (m) If the employee is absent from work for more than three (3) scheduled working days without notifying the Employer, unless the employee has secured an extension from the Employer;
 - (n) If the employee utilizes a leave of absence for purposes other than those for which the leave of absence has been granted.
- 13.06 When recalling an employee after lay-off, they shall be notified by registered mail and/or email and allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact their Department Head within forty-eight (48) hours of the notice of return to work if they wish the Employer to hold the job open for them for the full five (5) working day period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that they will be up to date at all times. This correspondence will also be sent to the Union as per Article 16 of the collective agreement.
- 13.07 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit the time served in such position up to a maximum of two (2) years shall be included in their seniority standing.
- 13.08 The Union President shall be provided, by email, with a copy of all lay-offs, terminations, recalls, demotions, hiring and promotions on the same day that the affected employee is notified.
- 13.09 Grievance on Lay-offs and Recalls
Grievances concerning lay-offs and recalls may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 14 – JOB POSTING

- 14.01 Employees in this bargaining unit who wish to be considered for vacancies in the full-time or part-time bargaining units may submit their name to the Administration Office. In the event that no satisfactory applications are received in respect of openings in the full-time or part-time bargaining units, the Employer will consider such persons when engaged in the hiring process.
- 14.02 A notice identifying the name of the successful job posting applicant shall be posted at least one (1) day prior to the employee starting in the position.

ARTICLE 15 – BULLETIN BOARDS

- 15.01 The Union shall have the use of an electronic bulletin board on the Library intranet for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer. Such notices must be approved by the Employer prior to their being posted. No formal approval is required for notices of regular and special meetings.

ARTICLE 16 – CORRESPONDENCE

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

To the Employer: Chief Executive Officer
St. Catharines Public Library Board
54 Church Street
St. Catharines, Ontario L2R 7K2

To the Union: To the Secretary of the Union and to the President of the Union
with a copy to the:

Union's National Representative
110A Hannover Drive, Suite 101
St. Catharines, Ontario L2W 1A4

ARTICLE 17 – PAID HOLIDAYS

- 17.01 The following will be recognized as paid holidays to be paid for in accordance with the *Employment Standards Act*:

New Year's Day Family Day Good Friday Victoria Day Canada Day	Labour Day Thanksgiving Day Christmas Day Boxing Day
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ARTICLE 18 – VACATIONS

- 18.01 Vacation pay will be calculated in accordance with the *Employment Standards Act* during a pay period on the pay day for that period and shall be paid to all employees on each pay day.
- 18.02 An employee shall be granted vacation leave without pay in accordance with the *Employment Standards Act* subject to service, staffing and operational requirements.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.01 The following provisions define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 19.02 All employees shall be subject to a schedule which can include evenings, Saturdays and split shifts.
- 19.03 The hours of work and days of work shall be posted in the Department. Schedules will be posted at least two (2) weeks in advance.
- 19.04 Employees shall receive a fifteen (15) minute rest period during each half (1/2) shift to be taken at the discretion of the Department Head.

ARTICLE 20 – WAGES AND SALARIES

- 20.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “C” attached hereto and forming part of this Agreement.
- 20.02 Pages shall receive one dollar (\$1.00) per hour above their rate of pay identified in Schedule “C” for each hour worked on a Sunday.

ARTICLE 21 – GENERAL

- 21.01 Except with the prior approval of the Union, the Employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement.
- 21.02 The Employer shall reimburse any employee for authorized expenses incurred in the performance of their duties. Authorization must be obtained in advance from the Director.
- 21.03 Electronic monitoring shall not be used as the primary method in evaluating the work performance of an employee. The Employer may use electronic monitoring during an investigation.
- 21.04 On June 30th and December 31st of each year of this Agreement, the Employer shall supply the Union with a list containing the following information for each employee in the bargaining unit:
- Name
 - Classification
 - Most recent address on file
 - Most recent telephone number on file

- Employment Status (e.g. full-time, part-time, page, temporary, seasonal, casual)
- The names of any employees who are on a leave of absence
- Most recent personal email address on file

21.05 An employee who will be absent must notify managers by emailing all.managers@myscpl.ca or calling ext. 711 and then pressing 0 to leave a message. Employees will provide their name, reason for absence, work location of the shift for which the employee will be absent, hours of the shift for which the employee will be absent, and anticipated date of return (if known), at least one (1) hour in advance of their scheduled starting time.

Reasons may include but not limited to:

Emergencies, Illness, Bereavement.

ARTICLE 22 – CONTRACTING OUT

22.01 Contracting out is defined as the carrying out of work by a firm or a private contractor which work was formerly done by the regular Library staff in the bargaining unit and shall not include any situation where qualified regular employees are not available to perform the work in question. It is recognized that certain services are presently contracted out by the Board and that this practice shall continue without reference to the following procedure.

22.02 If the Board intends to contract out any service which will directly result in the reduction of the number of regular employees in the bargaining unit of the Board, the following shall occur:

- (a) The Board shall notify the Union thirty (30) days in advance of the date it expects to consider a proposal to contract out the services.
- (b) The Union may agree with the proposal or present an alternative to management within ten (10) days of notification. Information concerning the contracting out will be made available to the Union at this time.
- (c) Failing agreement, the management will present the Union's proposal to a Committee of the Board along with the management proposal.
- (d) The decision of the Board shall be final and binding and there shall be no recourse to any Grievance or Arbitration Procedures.

ARTICLE 23 – TECHNOLOGICAL CHANGE

23.01 The Employer may make adjustments in the number and assignment of its employees as a result of technological changes and make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major changes may have upon employees and the concern of the parties regarding employees who may be affected, the following will apply:

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- (a) The Employer undertakes to advise the Union three (3) months in advance of any such changes which the Employer has decided to introduce which will result in substantial and immediate changes in the employment status of employees.
 - (b) The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:
 - (i) the nature of the change;
 - (ii) the approximate date on which the Employer proposes to effect the change;
 - (iii) the approximate number, type and location of employees likely to be affected;
 - (iv) the effects the change may be expected to have on the employees' working conditions and terms of employment.
 - (c) The Employer agrees to discuss with the Union the effect of such changes on the employment status of such employees and to consider practical ways and means of minimizing the adverse effect on employees displaced by such changes. Such measures, as early retirement, severance, retraining and transfers to other existing jobs will be considered.

23.02 In the event the Employer should introduce significant technological changes requiring new or greater skills than are possessed by present employees, such employees shall, at the expense of the Employer, be given a period of time not to exceed six (6) months to perfect or acquire the skills required by the new method of operations. To be eligible for the foregoing an employee shall be an employee who has completed one (1) year of seniority or more. There shall be no reduction in salary rates or wages during the six (6) month period and no reduction of pay upon completion of the six (6) month period. Upon completion of the six (6) month period if the employee has not been able to acquire the skills necessitated by the change they may exercise their seniority in accordance with the terms of the Collective Agreement.

ARTICLE 24 – PAY EQUITY

24.01 The Union and the Employer acknowledge their respective responsibilities under the Pay Equity Legislation and to that end have entered into certain agreements to comply with the implementation and maintenance obligations under that legislation.

ARTICLE 25 – TERM OF AGREEMENT

25.01 This Agreement shall commence on January 1, 2022, and end on December 31, 2024 and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

IN WITNESS WHEREOF the parties have executed this Agreement on the 13th day of December
2023.

For the Employer

Ken Su
Ken Su (Dec 13, 2023 13:30 EST)

Lisa DiDonato
Lisa DiDonato (Dec 13, 2023 13:51 EST)

Linda Dobson
Linda Dobson (Dec 14, 2023 12:22 EST)

For the Union

S. Gules

Diana Smith
Diana Smith (Dec 14, 2023 13:49 EST)

Keely Robinson
Keely Robinson (Dec 13, 2023 20:03 EST)

Kostyn Petrunick
Kostyn Petrunick (Dec 14, 2023 10:37 EST)

SCHEDULE "C" – SALARY SCHEDULE – PAGES

1. (a) Pages with less than one (1) year of service from date of hire with the Employer shall be paid the minimum wage under the Employment Standards Act.

(b) Pages with one (1) or more of service from date of hire with the Employer shall be paid fifty (0.50) cents per hour above the minimum wage under the Employment Standards Act.

(c) Pages with two (2) years or more service from date of hire with the Employer shall be paid seventy-five (\$.75) cents per hour above the minimum wage under the Employment Standards Act.

LETTERS OF INTENT

1. If a member of this bargaining unit has an opportunity of other employment in June, July or August but does still have some availability to work at the Library, the Employer will consider accommodating such employee, but is not required to accommodate. Such request by the employee is to be made in writing with a copy to the Union. Responses to such requests cannot be grieved.
2. It is understood and agreed that for the purposes of lay-off and recall, the three bargaining units shall remain separate, and seniority shall not be transportable from one unit to another.

LETTER OF UNDERSTANDING RE: TRANSFER OF SENIORITY FROM PART-TIME/PAGES
TO FULL TIME AGREEMENT

BETWEEN:

ST. CATHARINES PUBLIC LIBRARY BOARD (THE "EMPLOYER")


AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2220 FULL-TIME, PART-TIME
AND PAGE EMPLOYEES (the Union")

The parties agree and understand that members who move from page or part time jobs to full time jobs will have their seniority pro-rated. Hours will be pro-rated at a rate of 1820 for all staff except for facilities which will be understood to be equivalent of 2080 hours. The hours are rated for 26 payroll cycles in one year. Further it is understood that Part-time and Page date of hire will be used to determine seniority. Page seniority will begin as of January 1st, 2022.

Dated this 13th day of December 2023.

For the Employer


Ken Su (Dec 13, 2023 13:30 EST)

For the Union

